Funding Agreement
between the
ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
and the Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Years 2016 through 2018

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APPENDICES

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Appendix C – Memorandum of Agreement Describing the Continuing Services of the Indian Health Service, Alaska Area Native Health Service (FY 16)
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ADDENDA

Addendum 1 — Memorialization of Disputes

SCHEDULES

Schedule A – FY 99 Budget for ANMC Campus (with notes) (FY 99 2nd)
Schedule B – Calculation of Annual Amount, Revenue Ceiling, Award Amounts, and Lump Sum Payment (with notes) (FY 99 2nd)
Schedule C – Personnel Transferred under the Annual Funding Agreements (ANMC Manpower Report as of 12/10/98) (FY 99 2nd)

FUNDING AGREEMENT

between the
ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
and the Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Years 2016 through 2018

This Funding Agreement is entered into by and between the Alaska Native Tribal Health Consortium and the Secretary of the Department of Health and Human Services of the United States of America. The Alaska Native Tribal Health Consortium, a tribal organization controlled by the tribes and tribal organizations in the State of Alaska authorized by Section 325 of P.L. 105-83 and by Title V of the Indian Self-Determination and Education Assistance Act, P.L. 93-638, as amended, is authorized to sign this Funding Agreement and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 — Obligations of the IHS.

1.1 Transfer and Assurances.

Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. "ANTHC Assurances Regarding Services from the ANMC, amended and restated October 1, 2000 and October 1, 2008," Appendix H ("ANTHC Assurances October 1, 2008"), and "SCF Assurances Regarding Services from the ANMC and ANPCC," Appendix I ("SCF Assurances January 1, 1999"), are attached to this Funding Agreement and incorporated

herein by reference.[1] IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, as amended, (the "Act") and other applicable provisions of federal law.

1.2 Inherent Federal Functions and Transitional IHS PSFAs. The terms and conditions in this subsection are subject to the provisions of section 1.1 [Transfer and Assurances] and, with regard to ANMC PSFAs, are also subject to the Assurances found in Appendices H and I and, subject to the conditions of section 21 [Related Agreements], the Health Services Purchase Agreement I between ANTHC and SCF for Services at ANMC, as amended, ("SCF Purchases from ANTHC") and the Health Service Purchase Agreement II between ANTHC and SCF for Services at ANMC, as amended, ("ANTHC Purchases from SCF").[2] This Funding Agreement obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between the ANTHC and certain other Co-Signers thereof and the United States in Fiscal Years 2011 through 2015.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, the IHS will agree to continue to make available to ANTHC PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by the IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Funding Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A, Financial Summary for Funding Agreement ("Financial Summary"), will be the responsibility of the IHS.[3] The "Memorandum of Agreement Describing the Continuing Services of the Indian Health Service, Alaska Area Native Health Service" ("Continuing Services Agreement") among the Co-Signers and the Alaska Area Native Health Service (AANHS), Appendix C, reflects the understanding of the parties regarding

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1/ These Assurances are subject to amendment between ANTHC and SCF. If they are amended during the course of the effective period of this Funding Agreement, the new Assurances will be provided to IHS.

2/ The original purchase agreements described here and their attachments are subject to periodic amendment by ANTHC and SCF. If they are amended during the course of the effective period of this Funding Agreement, the amendments will be provided to IHS. The most current amended version will be effective whenever these Agreements and their attachments are referenced in this Funding Agreement, whether such amendment is referenced or not. *See* section 21 [Related Agreements] for a complete history of these attachments and their attachments and amendments.

3/ All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

services to be provided by the AANHS to all Co-Signers, including ANTHC. This document, attached as Appendix C, is hereby incorporated by reference. In addition to the PSFAs described in Appendix C – Continuing Services Agreement, ANTHC is entitled to receive from the Area Office all of the PSFAs described in Appendix G, "FY 2007 Transitional Staffing Plan," ("Transitional Staffing Plan"), which is attached hereto and hereby incorporated by reference. The PSFAs described in Appendix G – Transitional Staffing Plan are funded with Area tribal shares that have been restricted by the ANTHC in order to provide for an orderly transition from full Federal control of the Area Office and ANMC to tribal management.

ANTHC shall be entitled to receive the benefit of all IHS responsibilities for which the IHS has retained funds, including all Alaska Area Office inherent federal functions and transitional PSFAs. The funds retained by the IHS to carry out its responsibilities are detailed in Appendix A – Financial Summary, which shall be used in conjunction with Appendix C – Continuing Services Agreement, Appendix G – Transitional Staffing Plan and with other provisions of this Funding Agreement to determine the inherent federal functions and transitional PSFAs for which the IHS retains responsibility. The funds retained by the IHS, and the IHS responsibilities, which those funds support, fall into general categories:

1.2.1 Residual Funds to Support Inherent Federal Functions. The IHS has retained resources necessary to carry out inherent federal functions. These retained resources are based on IHS's best estimate of the amount of funds necessary to carry out inherent federal functions and the total was negotiated with the Co-Signers to the Compact during annual negotiations.

1.2.2 Transitional Retained Funds to Support Transitional PSFAs. The IHS also has retained resources necessary to carry out certain federal PSFAs which will be necessary for varying periods during which the IHS retains responsibility for transitional PSFAs related to personnel management, procurement, close-out of ongoing facilities construction projects, and others. Funds for these PSFAs will be transferred to ANTHC to the extent ANTHC assumes management of those PSFAs and as the need for the transitional IHS PSFAs decreases consistent with other provisions of this Funding Agreement. So long as the IHS maintains a transitional Area Office reserve, the IHS will consult with ANTHC prior to expenditure of funds from the transitional Area Office reserve.

1.2.3 Sanitation Facility Construction Approval.

1.2.3.1 Generally. Consistent with Appendix C – Continuing Service Agreement and Appendix G – Transitional Staffing Plan, IHS has retained funds for review and approval of proposed OEH&E sanitation facility construction projects. An "approved project" is one that has been approved by the IHS Area Director in which an agreement with ANTHC is complete, which includes a scope of work, a cost estimate, addresses environmental considerations, identifies the owner and operations and maintenance entity of the proposed facilities, establishes a start and completion date, and a determination that the project complies with NEPA. When a project is funded by IHS under authorities other than Title V, the NEPA determination will be made by the IHS Area Director based on information submitted by ANTHC. When a project is funded in full or in part with monies from Federal agencies other

than IHS, and those agencies require such a determination by the IHS Area Director as a condition of providing funds, IHS will provide such determination. ANTHC will provide to IHS a copy of the project agreement between the tribe or community and ANTHC when the agreement is complete. ANTHC may make immaterial changes to the performance period and make budget adjustments within available funding without an amendment to the "approved project."

1.2.3.2 Title V Construction Project Agreement Amendment. If during the course of a Title V construction project, the Secretary adds funds to the project or there is a significant change from the original scope of work approved by the Area Director, an amendment to the construction project agreement is required. A significant change in the original scope of work is:

1.2.3.2.1 a change that would result in a cost that exceeds the total of the project funds available and ANTHC's contingency funds; or

1.2.3.2.2 a material departure from the original scope of work, including substantial departure from timelines negotiated in the construction project agreement.

1.2.3.3 Consistency with Applicable Regulations. The parties agree that section 1.2.3 [Sanitation Facility Construction Approval] is consistent with 42 C.F.R. §§137.362 and 137.364.

1.3 Headquarters' Responsibilities. Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and ANTHC will not be denied access to, or services from, Headquarters.[4] Specifically, ANTHC will receive the following services from the IHS Headquarters:

1.3.1 Information Services.[5]

1.3.1.1 The Indian Health Service will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to ANTHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined

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4/ Headquarters funds will be provided to the Alaska Area pursuant to section 4.4 [Headquarters' Allocations to Area].

5/ The PSFAs described in this paragraph are paid for through tribal shares restricted by Co-Signers other than ANTHC and by a total payment of $200,000 by ANTHC. The payment from ANTHC will be made annually consistent with section 5.3 [Buyback/Withholding] of the Funding Agreement, without surcharge, through four quarterly installments of $50,000 each or, in lieu thereof, ANTHC may satisfy this obligation, in part or fully by providing services to IHS of equivalent value, as mutually agreed upon by Chief Information Officers of ANTHC and IHS.

in Appendix H – ANTHC Assurances (October 1, 2008) to the ANTHC Funding Agreement. Upon request of ANTHC, after good faith efforts to resolve ANTHC's technical issue, OIT's support of ANTHC will include technical support needed on-site by ANTHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation (including HIPAA compliant modifications and support, i.e. technical support to meet the transaction and code set standards)[6]			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X

6/ Pursuant to section 1.3.6 [HIPAA Compliance], IHS retains the responsibility for ensuring that the RPMS package is HIPAA compliant.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.3.1.2 The parties acknowledge that ANTHC shall be responsible for day-to-day technical support, user support and other typical information technology support to the Alaska tribal health care organizations as defined in the Appendix H – ANTHC Assurances (October 1, 2008).

1.3.2 FTS Services. The government will authorize ANTHC to utilize the Federal Telephone System (FTS) to the extent possible.

1.3.3 Access to Training and Technical Assistance. To the extent funds are retained by the IHS, ANTHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent ANTHC would have received such services if it were not a Self-Governance Co-Signer. Pursuant to section 4.4 [Headquarters' Allocations to Area], such funds and training opportunities shall include any funds Headquarters would otherwise distribute to an Area Office of the IHS. The IHS will make available information and opportunity for enrollment and participation of ANTHC employees and member Tribal government employees in all IHS sponsored training, seminars and continuing education courses relevant to services provided under this Funding Agreement. The IHS will bear the cost of any meetings, conferences, seminars, etc. where attendance of ANTHC employees or representatives is requested by IHS staff and where the cost of these seminars, conferences and meetings is borne by the IHS for other Area Offices of the IHS or for tribal or direct health care programs. The IHS will continue to provide assistance on request of ANTHC with federal personnel issues that arise from IPA or detailed federal employees working for ANTHC.

1.3.4 Certain Other Programs. IHS Headquarters shall support ANTHC in the same manner as all other Area offices of the IHS. This shall include but not be limited to the following activities: support of IHCIA "student externs," allocation of funds to the Alaska Area received from other federal agencies and reimbursement for such activities as long term training, co-steps, work group participation, and others in the Environmental and Health program on the same basis as similar funds or support are distributed to other IHS Area Offices. Pursuant to section 4.4 [Headquarters' Allocations to Area], the ANTHC shall be entitled to a share of such funds in support of the PSFAs it has assumed under this Funding Agreement. The IHS will provide to ANTHC all inherent federal functions and PSFAs which have traditionally been provided in support of Area Office PSFAs (including Environmental Health Programs), the Anchorage Service Unit and ANMC to the extent such services are retained by the Federal government and are not otherwise covered in this proposal.

1.3.5 Medicare, Medicaid and Beneficiary Medical Program (BMP) Claims Processing. ANTHC may exercise its right pursuant to Section 401 of the Indian Health Care

Improvement Act, as amended, to submit claims directly to and recover directly from Medicare and Medicaid. To the extent ANTHC does not exercise this option or its application to do so is denied or revoked by IHS and for BMP, IHS will continue to provide Medicare, Medicaid and BMP claims processing up to and including payment to ANTHC of all amounts earned by ANMC and Alaska Native Primary Care Center (ANPCC). IHS will make available to ANTHC all collections received on or after January 1, 1999, for services provided in ANMC and ANPCC within 10 business days of receipt of allowance.[7] Claims for submission to BMP received from ANTHC by the 25th of a given month will be submitted to BMP no later than the fifth day of the next month.

1.3.6 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.3.7 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the Community Health Aide Program ("CHAP") Certification Board, which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners, as those terms are defined and used in the CHAP Certification Board *Standards and Procedures*.

1.3.8 Access to Federal Insurance. IHS will assist ANTHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which ANTHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 2 — Obligations of the ANTHC. This Funding Agreement obligates ANTHC to be responsible for and to provide health PSFAs identified in section 3 [Tribal Programs and Budget] utilizing the resources transferred under this Funding Agreement and other funds as they may become available to ANTHC. This Funding Agreement further authorizes ANTHC to consolidate and redesign PSFAs as provided in the Act and the Compact.

Section 3 — Tribal Programs and Budget.[8]

3.1 Program Description. ANTHC agrees to be responsible for the PSFAs identified below in accordance with the Compact and this Funding Agreement. For the purposes

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7/ Upon receipt of these funds, the ANTHC will distribute the funds consistent with the agreements identified in section 21 [Related Agreements].

8/ These PSFAs and the funds and facilities used in support of them are carried out consistent with and in furtherance of ANTHC's 501(c)(3) status under the Internal Revenue Code and its rights and duties under the Act.

of this Funding Agreement, ANTHC's General Budget categories consolidate related PSFAs as listed below. Services will be provided, subject to the availability of funding and other resources, statewide to the extent the PSFAs were provided by the AANHS Area Office, except that tribally restricted services will be provided only in the geographic area served by the tribes or tribal organizations which choose to restrict funding for the PSFAs. ANTHC may provide technical assistance and funding to tribes and tribal organizations throughout Alaska. Any PSFA listed may be provided under agreements with Alaska Native tribes or tribal organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of ANTHC at ANTHC's discretion. ANTHC may also provide such PSFAs in support of other IHS or tribal health programs or in conjunction with other initiatives that benefit Alaska Native and American Indian people. ANTHC is committed to and will strive to provide quality health services and will strive to meet standards ANTHC believes to be appropriate and applicable to the delivery of those health services.

3.1.1 Policy and Executive Direction.

3.1.1.1 ANTHC Board. The ANTHC Board of Directors provides overall policy direction and oversight regarding all of the activities of ANTHC.

3.1.1.2 Executive Direction provides policy and direction for the administration and operation of ANTHC; provides executive direction and support to ANTHC through strategic planning, health systems networking, marketing, building and maintaining processes and structures to increase resources and community partnerships, public relations, risk management, corporate compliance, legal and inter-governmental affairs; support for operations of and participation in the Institutional Review Boards, and collaborates and coordinates with, and provides technical assistance regarding, governmental and non-governmental programs that serve Alaska Natives and American Indians or that may provide support for or interact with ANTHC, the Alaska Tribal Health System, or the IHS.

3.1.1.3 Alaska Tribal Health System Support, as requested, provides funding, services, materials, supplies, personnel and other support for the Alaska Tribal Health System, including funding for statewide consumer awareness program to ensure that tribal health providers are informed about national and Area level developments in health services; inter-tribal communications concerning health services management and program issues; coordination among tribal health programs; and delivery of other services and support for tribal health programs, including provision of health providers and related support of patient care services, administrative services, and other technical assistance, consultation and services.

3.1.2 Health Systems Resources.

3.1.2.1 Generally. Health Systems Resources provides administrative and financial management; accounting and audit services; office services support; travel support; procurement and materiel management; property and facilities management, planning, development and coordination; grant development, management and coordination; and human resources and workforce management for all programs of ANTHC, including activities and

programs to promote a safe and healthy work environment, workforce retention and succession planning; and technical assistance and consultation to Alaska tribes and tribal organizations.

3.1.2.2 Tribal Support Services.

3.1.2.2.1 Business Office Services:

3.1.2.2.1.1 Administers comprehensive patient registration, health coverage access and business office programs and services, and provides technical assistance, training, services, and other support to tribes and tribal organizations, and collaborates with other entities, regarding those matters, including financial, grant management, compliance, and other related issues, including Medicaid, Medicare, other federally funded health care programs, and other third-party health coverage and billing, patient eligibility, care and benefit enrollment, coordination, navigation and sponsorship; and administration of related programs such as the Medicaid/Medicare Spending Plan and lawful use of third-party reimbursement.

3.1.2.2.1.2 Consistent with the terms of the Attachment 2 – SCF Purchases from ANTHC, provides for ANMC and ANPCC patient data collection on reimbursable services, utilization review, insurance verification, billing and collection from third party payors including Medicaid, Medicare, and private insurance; development of RPMS and other billing packages and clinical software; and development of new and improved billing and collection systems.

3.1.2.2.2 Professional Recruitment provides recruiting services for health professional positions for ANMC and other tribal health providers, recruiting services for health professional positions for IHS programs, and information and assistance regarding the IHS loan repayment program.

3.1.2.2.3 Training and Development:

3.1.2.2.3.1 plans, organizes, and conducts continuing education and training programs for IHS, ANTHC and other tribal health providers, including health program management, service delivery, and operations support;

3.1.2.2.3.2 provides information, assistance and coordination of the scholarship programs to eligible American Indians and Alaska Natives in the Alaska Area and disseminates information about new tribal grants;

3.1.2.2.3.3 administers the ANTHC scholarship and internship programs for the benefit of Alaska Natives and American Indians; and

3.1.2.2.3.4 administers the ANTHC Employee Recognition Program.

3.1.2.2.4 Supply and Facility Management.

3.1.2.2.4.1 Supply Services manages and utilizes warehouse facilities, including the Regional Supply Service Center, as described in section 13 [Regional Supply Service Center] and the Alaska Utility Support Center; and provides purchasing, storage, inventory, assembling, and shipment of ANMC and field orders, including pharmaceuticals, medical/surgical supplies, subsistence supplies, and office supplies, and sanitation facility equipment, parts and supplies for ANMC, other tribal health facilities and providers and Alaska Native community sanitation facility operations and maintenance organizations; and supports emergency preparedness efforts.

3.1.2.2.4.2 Facilities Management and Support provides comprehensive management and support of property and facilities owned, leased, or otherwise utilized by ANTHC.

3.1.3 Health Information and Technology Services.

3.1.3.1 Generally. Health Information and Technology Services provides services to and collaborates with tribally owned/operated and federal health care facilities, village/rural health facilities, telehealth projects, public health nursing sites, health records' networks, and other health information exchanges, and other locations as necessary to coordinate care for IHS beneficiaries.

Such services include a full-range of information and technology services, including computerized and non-computerized information management, network and systems support, Alaska Federal Health Care Access Network activities in accordance with Section 325 of Pub. L. 105-83, site support, information and technology support, biomedical and clinical engineering services, data services, security audits, disaster recovery services, technology review, telehealth, data quality review, and health statistics.

3.1.3.2 Information Technology Services provides computerized and non-computerized information management for ANTHC and the ATHS and technical computer operation of local networks, intra/internet development; application development and management and support for ANTHC and other tribal health organizations, and, subject to Appendix H – ANTHC Assurances (October 1, 2008) and Attachment 2 – SCF Purchases from ANTHC, for the ANMC Campus.

3.1.3.3 Data, Site and Information Technology Support provides data, and site and information technology support, including developing, building, assembling, configuring, procuring, and providing electronic health record systems, health information exchange, a patient portal, RPMS/PCC and other software applications; system implementation and support, including data entry and processing for RPMS/PCC, patient care and other medical record and billing systems; data management including clinical information systems and health information exchange interfaces, coordination, integration and transmission of data, such as Medicaid and eligibility information, Core Data set, statistics, reports, RPMS and other technical manuals; and consultation, training and technical assistance in medical records. Data, Site and

Technology Support also provides assistance with selection and deployment of site specific and statewide solutions, which may include providing equipment, hardware, software, licenses, remote hosting, compliance monitoring and response, and other support, for electronic health records and ancillary systems (*e.g.*, Labs, Radiology); implementation of systems, including interoperability and health information exchange, practice and workflow redesign, workforce training, practitioner education and outreach; compliance with requirements and benchmarks (*e.g.*, meaningful use, privacy and security best practices); and accessing national health information resources.

3.1.3.4 Telehealth. In accordance with Section 325 of Public Law 105-83, ANTHC implements, manages, and supports the Alaska Federal Health Care Access Network (AFHCAN) telehealth program, which includes support of the Alaska Federal Health Care Partnership (AFHCP), and develops, builds, assembles and configures, procures, and provides telehealth systems and related items and services, including, teleradiology, videoconferencing, clinical telehealth carts, workstations, and other hardware platforms, telehealth software, servers, hardware and other equipment, support, training, application hosting, updates, data transport services, interface development, integrates and facilitates information sharing, site assessment, evaluation, business planning, clinical workflow analysis and protocol development, equipment testing and evaluation, and technical and operational advice. ANTHC provides support for the AFHCAN program and support for the operations and management of the Alaska Telehealth Advisory Council, produces educational toolkits that explain key principles in telehealth technology, recommends processes for technology assessment, shares evaluation media and technological evaluations, and coordinates with the other telehealth agencies, facilities, and health organizations.

3.1.3.5 Biomedical and Clinical Engineering Services supports the use of safe and functional equipment in diagnosis and treatment of patients through comprehensive equipment management. This includes, but is not limited to: procuring and providing equipment, preventive maintenance, equipment repair, equipment history documentation, customer training; and, for IHS-funded construction projects with a new biomedical equipment budget of up to 1.5 million dollars, and otherwise to the extent a tribal health provider and ANTHC may agree, consultation on equipment selection, systems interfacing, construction planning, and technical assistance regarding meeting industry and regulatory standards, including documentation needed for quality assurance and to satisfy accreditation standards. Services are provided on-site to the ANMC Campus and to Alaska tribes and tribal organizations and other locations to coordinate and ensure access and quality care for IHS beneficiaries who are patients of the Alaska Tribal Health System. Biomedical and Clinical Engineering Services also supports, on a contract basis, biomedical, telehealth and teleradiology equipment in various locations.

3.1.3.6 Health Statistics develops and maintains statistical information concerning Alaska Native health status and health services and programs in cooperation with the IHS Alaska Area Office, and federal and state agencies, and tribal health programs.

3.1.3.7 Network Systems supports telecommunications connectivity and video teleconferencing for the benefit of ANTHC, tribal, rural, IHS, and, in accordance with Section 325 of Pub. L. 105-83, AFHCP programs and facilities.

3.1.3.8 Telecommunications Services maintains, supports and, for ANTHC sites and the ANMC Campus manages, telecommunications infrastructure, which transports voice, data and image information for tribal health programs in Anchorage and beyond; supports and integrates telecommunications systems, including paging, cellular phones, messaging, computer integration, call accounting, automatic call distribution, modem pooling, and interactive voice response units; and provides operator and dispatch services.

3.1.3.9 Distance Delivery assists all programs of ANTHC to provide remote delivery of technical support, training, education, patient case management and care coordination, and other services in order to improve access and achieve efficiencies.

3.1.4 Community Health Services. Community Health Services provides a broad spectrum of health promotion and disease prevention and public health services, which include injury prevention, health surveillance and research, work force development, training and support, directly and in collaboration with international, federal, state, and local agencies, tribes and tribal organizations, academic institutions, and non-governmental organizations. Such activities may also be performed at the request of the Secretary or in conjunction with other initiatives for the benefit of Alaska Native and American Indian people.

3.1.4.1 Surveillance, Analysis, and Support provides, through the ANTHC Epidemiology Center and other ANTHC programs, statewide surveillance and analysis of causes of illness (including food borne and environmental contaminants), injury and death among IHS beneficiaries; maintains Alaska Native tumor and other registries; support, planning and coordinating functions for present and future needs of IHS beneficiaries, including elders and other specific beneficiary subgroups; technical and clinical support in epidemiologic and public health investigations; field clinics and training; and consultation for providers serving IHS beneficiaries. These functions include collecting and receiving personally identifiable health information for the purpose of:

3.1.4.1.1 preventing or controlling disease, injury, or disability;

3.1.4.1.2 reporting disease, injury, and vital events such as birth and death; and

3.1.4.1.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.1.4.2 Dental Training and Consultation provides technical assistance, continuing education services, and training for ANMC and other tribal dental programs Area-wide, including dental health aide training, supervision and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board; develops dental health promotion programs; assists with dental professional recruitment; and participates in local, state and national meetings and professional activities.

3.1.4.3 Behavioral Health Consultation and Services provides substance abuse, mental health, domestic violence, and other behavioral health services and support, including technical assistance, planning, continuing education, evaluation services, and training for ANMC and other tribal behavioral health programs, which include prevention and treatment programs; participates in local, state, IHS, and national meetings; works with tribal organizations and other agencies to develop and maintain integrated behavioral health databases; provides behavioral health and related services, including case management services, for IHS beneficiaries, and coordinates and consults with tribal programs designed to facilitate transitions resulting from incarceration and release; provides technical and financial support, training, and consultation for tribal behavioral health aide programs, including the training programs administered in conjunction with other organizations.

3.1.4.4 Immunization Consultation and Services provides immunization services; consultation, funding, coordination, advocacy, planning, and support for ANMC and other tribal immunization programs; and coordination among IHS-funded programs, the State of Alaska and the Centers for Disease Control and Prevention (CDC) Arctic Investigations Program.

3.1.4.5 Arctic Investigations Program Support, in accordance with Section 325 of Pub. L. 105-83, provides clinical and administrative support for epidemiological and laboratory studies conducted by the CDC Arctic Investigations Program.

3.1.4.6 Community Health Aide Program Certification provides support for the operations of the IHS Community Health Aide Program (CHAP) Certification Board, which includes developing and maintaining instructional materials, such as the *Alaska Community Health Aide/Practitioner Manual* (*CHAM/eCHAM*), and for the statewide Community Health Aide Program.

3.1.4.7 Alaska Native Health Research. ANTHC designs, conducts, and participates in research into causes and strategies for reduction of morbidity and mortality among individuals who may be served by tribal health programs in Alaska, health system research and evaluation studies, and in human subject research and clinical trials.

3.1.4.8 Community Health Aide Program Training provides training of and ongoing support to candidates for certification consistent with the *Community Health Aide Program Standards and Procedures* adopted by the IHS Community Health Aide Program Certification Board, including developing, conducting and supporting training programs.

3.1.4.9 Palliative Care Education provides development of educational opportunities for multiple levels of health care providers, including community health aides, in end-of-life patient care.

3.1.4.10 Comprehensive Cancer Control Plan provides facilitation of a statewide planning process to maintain a comprehensive cancer control plan and improved access to cancer care and support for Alaska Natives and American Indians.

3.1.4.11 HIV/AIDS and STD Prevention, Early Intervention, and Treatment Services provides better access to and promotes prevention, early intervention, and treatment of HIV/AIDS and sexually transmitted disease (STD). These activities and services include development of continuous quality improvement programs, clinic policies, and enhanced opportunities for patient education, counseling, testing, clinical examination, treatment, and referral services.

3.1.4.12 Tobacco Related Services provides direct tobacco and nicotine cessation services and support of such services; develops and maintains a comprehensive nicotine control plan for Alaska Natives; coordinates with appropriate federal, state, and local agencies with respect to tobacco-related services; provides coordination, training, evaluation, and technical assistance services for tribes and tribal health organizations related to the reduction of tobacco use.

3.1.4.13 Emergency Preparedness Services develops and maintains a comprehensive emergency preparedness plan for the Alaska Tribal Health System; coordinates with appropriate federal, state, and local agencies, as well as other emergency responders, with respect to emergency preparedness and response; provides coordination, training, evaluation, response, recovery, and technical assistance services for tribes and tribal health organizations and Native communities related to emergencies.

3.1.4.14 Personal Care Services, Training and Support provides personal care services and training, support, and advocacy, and technical assistance for tribal organizations and others serving IHS beneficiaries.

3.1.4.15 Health Promotion and Disease Prevention develops and implements a wide range of health promotion and disease prevention activities; coordinates with appropriate federal, state, and local entities to optimize services available to Alaska Native individuals and communities.

3.1.4.16 Infectious Disease Management provides direct services and support for health programs serving Alaska Natives to identify, diagnose, and treat infectious diseases, and other activities necessary to prevent and control infectious diseases, including patient education and management and provider training.

3.1.4.17 Nutrition Services provides supplemental foods, and nutrition education, counseling and other services for individuals at nutritional risk.

3.1.4.1.18 Other Services. ANTHC may also provide other PSFAs to meet the objectives of Section 3 of the IHCIA, as amended.

3.1.4.19 Environmental Health Assessment, Monitoring and Intervention designs and conducts studies to identify, assess and monitor the impact of environmental phenomena, agents and interventions, including climate change and exposure to contaminants, infectious agents and zoonotic disease, that may endanger IHS beneficiaries or Alaska Native communities. ANTHC provides appropriate interventions, assistance and other support for IHS beneficiaries and their communities.

3.1.4.20 Injury Prevention, Wellness and Health Education disseminates information, and promotes discussion about, and administers programs in support of, injury prevention, wellness and public health through a variety of modalities, including through health coaches, volunteers, community and peer support programs, camps, retreats, home health monitoring, assessing and improving living environments, outreach, presentations, newsletters, websites, blogs, and social and professional networking fora.

3.1.4.21 Academic and Professional Training administers a wide range of academic and professional training programs to ensure an adequate workforce and promote Alaska Native professional development. This may include collaboration with educational centers, colleges, and academies.

3.1.5 Regional and Contract Health Services:

3.1.5.1 purchases metabolic laboratory services for Pap smear and chlamydia testing for ANMC and other tribal health providers;

3.1.5.2 arranges for reference laboratory services for the Norton Sound Regional Hospital, Maniilaq Health Center, and Bristol Bay Area Health Corporation's hospital;

3.1.5.3 provides funding for radiology consultation services for Norton Sound Regional Hospital, the Arctic Slope Native Association's Samuel Simmonds Memorial Hospital, and Bristol Bay Area Health Corporation's hospital;

3.1.5.4 provides funding for the Area catastrophic care contract stop-loss reserve and support to ANMC and tribal health providers for participation in the national IHS Catastrophic Health Emergency Fund (CHEF); and

3.1.5.5 provides various services and support for tribal health programs pursuant to agreements with such organizations, including provision of health providers, supervision, technical assistance and other health care delivery, consultation and oversight regarding specialty departments such as laboratories and pharmacies, and administrative services.

3.1.6 Environmental Health and Engineering (DEHE). The Environmental Health and Engineering programs will be implemented in accordance with ANTHC policy, as augmented by joint guidelines established by the ANTHC CEO and the IHS Area Director. DEHE is a statewide component of the Alaska Tribal Health System. DEHE provides a wide range of environmental health, material and product acquisition and management, construction (including demolition and renovation), design, consultation, operations, management and other services in support of programs, systems and infrastructure serving IHS beneficiaries and Alaska Native communities or related to supporting, maintaining and improving the Alaska Tribal Health System. Services also include coordination and support of designated advisory committees of the ANTHC Board of Directors, which currently include the Sanitation Facilities Advisory Committee, the Alaska Health Facilities Advisory Committee, and the Maintenance &

Improvement Resources Allocation Committee. Representatives of this program serve on various governmental and community committees to represent tribal health interests.

3.1.6.1 Environmental Health Services:

3.1.6.1.1 coordinates and maintains an Area-wide program of comprehensive environmental health services for tribal health programs, IHS beneficiaries, and Alaska Native communities, including projects and initiatives to promote health and prevent disease and which may include any of the services described in section 3.1.7.5.2 [Community Environmental Services], when requested, and identifying, assessing, monitoring and remediating ambient air quality, environmental contaminants and other hazardous conditions that could adversely impact health;

3.1.6.1.2 provides institutional environmental health services Area-wide to facilities that are operated by Alaska Native tribes or tribal organizations and to entities that primarily serve Alaska Natives, including, but not limited to, management of hazardous waste materials, industrial hygiene, sanitarians, solid waste recycling, zoonotic services, the tribal-federal rural utility cooperative, receive and ship specimens from facilities and the natural environment for laboratory testing of disease and related services, and radiation safety; and

3.1.6.1.3 provides environmental control and occupational safety and health technical services to Alaska Native tribes and tribal organizations and, in the absence of applicable state or local services, to entities that primarily serve Alaska Natives or provide support to Alaska Native tribal organizations regarding the management of issues related to interaction with agencies and organizations such as the Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), Environmental Protection Agency (EPA), Alaska Department of Environmental Conservation (ADEC), Food and Drug Administration (FDA) and The Joint Commission (formerly known as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO)), and technical assistance, training, consultation, and evaluation for tribal health programs to support a comprehensive community injury prevention effort.

3.1.6.2 Health Facilities.

3.1.6.2.1 M&I Program. The Health Facilities Maintenance and Improvement (M&I) program maintains a comprehensive M&I program to promote and support the availability of safe and adequate health care facilities at locations throughout Alaska, including a technical consultation program, facility condition assessments, and management of M&I project funds; and

3.1.6.2.1.1 ANTHC provides financial support for eligible regional and local tribal health facilities for M&I projects that are first identified and approved by the ANTHC Board of Directors through the Maintenance and Improvement Resource Allocation Committee (MIRAC) M&I project pool process and then approved by the AANHS Director.

3.1.6.2.1.2 The Secretary and the ANTHC jointly agree that two-thirds of the total M&I funds for the Alaska Area are designated for "routine" M & I activities and are distributed by IHS directly to eligible tribes and tribal organizations in their funding agreements. One-third of these funds is designated for the M&I project pool and is further distributed by ANTHC as competitive projects in accordance with section 3.1.6.2.1.1, except as provided in section 3.1.6.2.1.4.

3.1.6.2.1.3 The Secretary and ANTHC jointly agree to annually provide an opportunity for tribes and tribal organizations with tribally owned eligible facilities to opt out of participation in the competitive project segment of the M&I project pool. The term "competitive pool" means the competitive project segment of the M&I project pool. The University of Oklahoma formula will be applied to the M&I project pool to determine such tribe's and tribal organization's proportionate amount. Tribes and tribal organizations may opt out of the competitive pool in accordance with the following core principles. (*See* Appendix M, "ANTHC M&I Competitive Project Pool Exit/Re-entry Process" (M&I Competitive Project Pool), for more detail.) Tribes and tribal organizations with eligible facilities (a) may opt out of participation in the competitive pool for all tribally owned facilities; (b) will participate in maintaining adequate set asides for facility condition assessments and small clinic subsidies whether or not they decide to opt out of the competitive pool; (c) when electing to opt out in item (a) above, will repay to ANTHC under a pool support agreement all project funds received in excess of 110% of their proportionate amount of pool contributions in addition to their proportionate amount of the set asides as described in item (b) above; (d) will include assurances to comply with applicable NEPA requirements in their Funding Agreement with IHS; and (e) may rejoin the pool only if they wait at least two years after opting out of the competitive pool, meet the new pool participant facility criteria at the time of reentry based upon a current facility condition assessment, adhere to the new pool participant facilities' one year wait period before applying for competitive project funds, and meet other conditions described in Appendix M – M&I Competitive Project Pool. Additional core principles may be established or existing core principles may be modified by amendment to ANTHC's Funding Agreement.

3.1.6.2.1.4 ANTHC and IHS jointly agree that when a tribe or tribal organization opts out of the competitive pool under section 3.1.6.2.1.3, the IHS will redesignate as routine funds, the M&I project pool portion based on the University of Oklahoma formula, and directly distribute those funds to the tribe or tribal organization. AANHS will transfer M&I project pool funds for approved projects to ANTHC on a project-by-project basis through Title V construction project agreements, which ANTHC has chosen to use. Agreements that ANTHC enters with tribes or tribal organizations that opt out of the competitive pool under section 3.1.6.2.1.3 shall, at a minimum, incorporate the provisions of section 3.1.6.2.1.3 and a mechanism to pay its proportionate amount of M&I project pool set-aside expenses and, where appropriate, payback obligations, as described at section 3.1.6.2.1.3(c), to ANTHC.

3.1.6.2.2 Master Plan. The Environmental Health and Engineering program maintains and, in collaboration with other tribes and tribal organizations, updates a facilities' master plan for the Alaska Area health facilities utilizing regional services

and facilities' master plans developed by tribes and tribal organizations and other program partners.

3.1.6.2.3 Technical Assistance. The Environmental Health and Engineering program provides comprehensive services and/or technical assistance to tribal health facilities and rural health facilities that serve IHS beneficiaries, including operations, facility assessment, planning, design, and construction of new, replacement, and renovation projects for hospitals, primary care facilities, substance abuse treatment centers, other health, wellness and social service facilities, patient housing, and staff quarters, and their supporting infrastructure.

3.1.6.2.4 Village Built Clinic Program.

3.1.6.2.4.1 Generally. The Village Built Clinic program provides for leasing village built clinics for use by Community Health Aide/Practitioners and other providers in locations for which the Village Built Clinic (VBC) program is not administered by other Compact Co-Signers or other tribal contractors. ANTHC buys back administration of this program from IHS pursuant to the Buyback/Withhold Agreement. IHS will annually, or upon renegotiation, provide to ANTHC a copy of each Village Built Clinic Lease. No increase in the amount due to the lessee pursuant to a lease will be negotiated by IHS without advance notice to ANTHC. In administering these leases, the IHS will work with ANTHC to ensure that each lessee is in compliance with the standards referenced in the VBC Lease.

3.1.6.2.4.2 Reporting. The IHS must report on its federally leased facilities. ANTHC agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where ANTHC has bought back services from the IHS.

3.1.6.2.5 Relationship with Governmental Agencies and Other Entities. ANTHC negotiates and maintains agreements with federal agencies, state agencies, tribes, tribal health organizations, and other funding/advocacy organizations to secure funding in support of health facility projects in a comprehensive and coordinated manner. The parties agree that any references in subsection 3.1.6.2.5 to agreements with entities not parties to this Funding Agreement neither incorporates such agreements nor makes the federal government a party to such agreements.

3.1.6.2.6 Federal Real Property Assets Reporting. For all real property assets, including facilities, managed by ANTHC under this Funding Agreement that are federally owned, ANTHC agrees to assist the IHS with its reporting requirements associated with Federal ownership of this property as outlined herein and within available resources.

3.1.6.2.6.1 Facility Condition Assessment. The IHS must keep its facility condition assessment current (i.e. not more than 5 years old). ANTHC, through DEHE, agrees to coordinate with other Co-Signers on scheduling and conducting facility condition assessment survey for federally-owned facilities under such management. The costs of these surveys will be estimated in concert with the ANTHC MIRAC. The costs of these surveys

will be paid from the M&I project pool before competitive projects are considered, provided that all facilities in the M&I project pool are eligible for such funding on the same basis as federally-owned facilities, and provided further, that facilities that are ineligible for M&I project pool funding are not entitled to facility condition assessments under this section. DEHE will provide a copy of all reports prepared as a result of the facility condition surveys to IHS Alaska Area, Attention: Office of Environmental Health & Engineering.

3.1.6.2.6.2 Historic Property. The IHS must identify historic real property assets and ensure that the information is current. AANHS is currently working with a contractor to assess IHS real property holdings in Alaska. ANTHC agrees to provide reasonable access to facilities it manages. IHS will provide ANTHC with a copy of the draft assessment and consider any comments ANTHC may submit.

3.1.6.2.6.3 Energy Data. ANTHC agrees to collect and submit energy data as specified in Appendix N –2, "Energy Report," for all federal facilities under ANTHC's management. ANTHC agrees to collect energy data from other Co-Signers who manage federally owned facilities, and to consolidate and enter this data into the IHS Healthcare Facilities Data (HFD) system on an annual basis.

3.1.6.2.6.4 Annual Capital Improvements Report. By June 30th of each fiscal year, ANTHC DEHE will submit to the IHS OEH&E copies of all interim and final real property closeout reports submitted to DEHE by Co-Signers, including those submitted by ANTHC with regard to federally owned facilities ANTHC manages. *See* section 3.5.1.6.2 [Capital Improvement Projects; Close-out Reports.]

3.1.6.3 Sanitation Facilities Program. The Sanitation Facilities Program:

3.1.6.3.1 maintains a comprehensive program for the planning, design, and construction of new and replacement facilities and supporting infrastructure to meet the water supply and wastewater disposal and solid waste disposal needs of IHS beneficiaries and Alaska Native communities;

3.1.6.3.2 maintains a current statewide assessment of water and sanitation facilities requirements for Alaska Native communities (Sanitation Deficiency System) and provides for the participation of tribes and/or tribal health organizations in the assessment and project prioritization process;

3.1.6.3.3 negotiates and maintains agreements with federal and state agencies and other funding/advocacy organizations to secure funding in support of community water supply and wastewater and solid waste disposal in a comprehensive and coordinated manner;

3.1.6.3.4 provides technical assistance and planning support for Alaska Native communities in the evaluation of sanitation facility requirements, and the design of systems to meet these requirements;

3.1.6.3.5 establishes agreements with Alaska Native tribal governments and other appropriate governmental and non-profit entities to facilitate the design, planning, and construction of sanitation facilities projects approved by the IHS;

3.1.6.3.6 provides planning, design, and construction services in accordance with project requirements approved by IHS and/or other funding sources;

3.1.6.3.7 provides training, materials, equipment, supplies, capacity development and support for the operations and maintenance of water and sanitation facilities systems serving Alaska Natives and other IHS beneficiaries; and

3.1.6.3.8 develops and assesses teaching materials, techniques and engineering practices for individuals, families and communities to promote health and improve the safe and efficient use of water.

3.1.6.4 System Improvements and Sustainability. ANTHC carries out various programs and initiatives to improve access to health care, reduce health hazards, and promote the long-term sustainability of health and sanitation facilities and other public health infrastructure, including improving access to adequate energy supplies, transportation, and communication systems; designing, managing and implementing assessments, initiatives and interventions for climate change adaptation; and administering collaborative and other cooperative efforts to sustain operations of public health facilities and related infrastructure.

3.1.7 Alaska Native Medical Center. ANMC offers a wide range of inpatient and ambulatory care to patients, consistent with section 1.1 [Transfers and Assurances] of this Funding Agreement, which includes direct patient care, field clinics, telephone consultation and telemedicine, training and consultation services provided in support of other tribal health programs in Alaska, and services offered under the Alaska Federal Health Care Partnership. Consistent with Attachment 2 – SCF Purchases from ANTHC and Attachment 3 – ANTHC Purchases from SCF, services are offered at various locations on the ANMC Campus. In addition, services are provided in other locations to improve access of, and maintain continuity of care for, patients of Alaska tribal health programs and as otherwise required to achieve the purposes of ANTHC, the Alaska Tribal Health System, and the Alaska Federal Health Care Partnership. In some practice areas field services are specifically mentioned in the program descriptions below because they have been an important part of the historical services offered, however services offered in support of other tribal health programs, including field clinics, patient care in other tribal hospitals and outpatient clinics, consultation, and training may be provided by any service center of ANMC.[9] In addition, any service center may be assigned to offer services in support of the Alaska Federal Health Care Partnership of which the IHS and the ANTHC are signatories. ANMC participates in health provider training through offering a site for medical residents and other individuals obtaining training in the health professions; through

9/ Failure to identify for any particular program that services are offered in a location other than the ANMC Campus or that non-direct patient care services are offered shall not be construed to exclude that service from the program offered by the ANTHC.

providing clinical preceptorships, mentoring, shadowing, training and supervision of health care providers who provide services at ANMC and in other tribal health programs; teaching health providers and students in the health professions, including Community Health Aide Program training; and development of evidence-based practice skills. ANMC also provides inpatient and outpatient patient education; participates in national work groups, quality improvement and medical quality assurance activities; human subject research and clinical trials; and maintains and develops epidemiological data.

3.1.7.1 Hospital and Clinic Patient Care Services. ANMC provides comprehensive health care services. It provides these services directly and through telehealth modalities, support provided to the Alaska Tribal Health System, contract arrangements, and collaborative arrangements with other providers. ANMC is currently organized into centers. The centers take principal responsibility for the services as described below, including related activities such as field clinics, consultation, telemedicine and others, described in section 3.1.7 [Alaska Native Medical Center].

3.1.7.1.1 Critical Care Services provides multi-disciplinary care and management of critical care patients.

3.1.7.1.2 Emergency Medical Services treats patients who present for emergent and urgent problems; serves as a site of stabilization, diagnosis and initial treatment for Anchorage patients and those transferred from other parts of Alaska (and, to the extent required by the Emergency Medical Treatment and Labor Act (EMTALA), from other states); provides physician backup for inpatient emergencies during off-hours; serves as the on-site medical clinic for all ANMC employees requiring medical attention while at work or presenting for work-related injuries; and provides, throughout the state, as needed, consultation to rural health care providers, including community health aides.

3.1.7.1.3 Internal Medicine Services which includes general internal medicine, pulmonology, endocrinology, dermatology, rheumatology, neurology, gerontology, hepatology, critical care medicine, sleep studies, gastroenterology, bariatric surgery and weight management services, and a hospitalist program; provides or arranges for most of the intensive care and sub-specialty internal medicine care for IHS beneficiary patients statewide; maintains a tumor registry; provides preventive treatment of viral hepatitis and participates in various hepatitis and other research projects; and provides a comprehensive diabetes program.

3.1.7.1.4 Ophthalmology Services provides a broad range of ophthalmological care.

3.1.7.1.5 Orthopedic Services provides management of orthopedic trauma, sports medicine, and general orthopedic, reconstructive care services.

3.1.7.1.6 Otolaryngology Services provides a broad range of otolaryngologic and audiologic care.

3.1.7.1.7 Pediatric Services provides, in collaboration with SCF, primary care for neonates, infants, children and adolescents; pediatric specialty care; consultation with pediatric sub-specialists and health care providers, schools, and other individuals, programs, and agencies providing supportive services; neonatal care, newborn care and support for high-risk deliveries; and pediatric intensive care.

3.1.7.1.8 Surgery Services provides general surgical and urological care; neurosurgical and plastic and reconstructive surgery services.

3.1.7.1.9 Surgical Support Services provides an ambulatory surgery unit (including an endoscopy unit), operating rooms, anesthesia service and post anesthesia care unit.

3.1.7.1.10 Women's Health Services in collaboration with SCF, provides obstetrical and gynecological services, including perinatology services; antenatal testing, and newborn nursing services.

3.1.7.1.11 Dental Services in collaboration with SCF, provides dentistry and oral surgery.

3.1.7.1.12 Medical/Surgical Inpatient Services includes, in addition to other services described in this section, inpatient nursing services.

3.1.7.1.13 Cardiology Services provides cardiac care, testing, intervention and treatment, including coronary angiography and intervention.

3.1.7.1.14 Hematology-Oncology Services provides consultation, treatment and care for patients with cancers or hematologic disorders.

3.1.7.1.15 Health Advice Hotline provides assistance to callers seeking advice regarding whether and what kind of health care they may need and may include coordination with the caller's health care providers, case managers, and others who may be involved in assisting the caller gain access to care.

3.1.7.1.16 Medical Transport provides, arranges, and supports other providers engaged in, medical transport of patients, including medical direction and control of ground and air ambulance and other medevac services.

3.1.7.1.17 Community Health Aide Program Support provides training, supervision, support, and consultative services for individuals certified, or in training for certification, by the IHS Community Health Aide Program Certification Board, and support of community health aide programs.

3.1.7.1.18 Other Health Care Services and Supplies. ANMC provides a variety of other health care services and supplies for patients, including genetic testing and counseling, behavioral health services, primary care services, chronic disease management,

organ and tissue harvesting services, traditional healing provided in accordance with 25 U.S.C. § 1680u, pain management services, hospice, palliative care and other end of life services, and durable medical equipment.

3.1.7.2 Ancillary Services include:

3.1.7.2.1 Clinical and Anatomic Laboratory Services provides a full range of clinical tests in support of patient diagnosis and treatment; analyses for the Alaska Area hepatitis testing program; testing of samples received from the rural ASU and other tribal health programs; referral for testing not available at ANMC; and tissue and blood analysis in support of organ donation and transplant programs in which ANMC participates;

3.1.7.2.2 Imaging Services provides a wide range of diagnostic, interventional and other imaging services, including angiography, nuclear medicine and a statewide teleradiology program for tribal health programs for radiological interpretation;

3.1.7.2.3 Pharmacy Services, which has sites on the ANMC Campus and at other tribal health program locations, provides comprehensive pharmaceutical care including recommending therapies, dispensing medications, collaborating in and monitoring of medication treatment plans to assure appropriate, safe, cost effective therapies, patient information regarding their treatment to assure compliance and prevent and mitigate potential side effects; distribution through automated dispensing units; and representation for the Alaska Area on national IHS formulary committees;

3.1.7.2.4 Therapy Support provides a wide-range of physical, occupational and speech and language therapy evaluation and treatment services and animal-assisted therapy;

3.1.7.2.5 Respiratory Care provides support of mechanical ventilatory support and a wide range of other respiratory therapeutic modalities;

3.1.7.2.6 Hospital Education Support Center develops and implements comprehensive patient education support services and provides educational and community outreach programs;

3.1.7.2.7 Health Information Services maintains a comprehensive medical record system, including record storage and retrieval, review and analysis of medical records, transcription, coding discharges and managing release of medical information;

3.1.7.2.8 Nutrition and Food Services includes medical nutritional therapy, which provides screening/assessment, nutritional education and patient monitoring and supplemental feedings and consultative assistance, and food service which is responsible for providing patient meals and cafeteria service for patients, visitors, employees and Quyana House guests;

3.1.7.2.9 Social Services provides a wide spectrum of medical and other social work and related services, including, but not limited to,

3.1.7.2.9.1 discharge care coordination, crisis intervention and assistance with psychosocial issues; programs for follow-up care; interdisciplinary review and discharge planning; consultation and training with other tribal health programs; and other assistance with developing care plans; and

3.1.7.2.9.2 child abuse and neglect and family support services and programs, including those provided in collaboration and cooperation with child protection and law enforcement agencies, child and family advocacy programs and other programs serving patients of tribal health programs; prevention and intervention services; medical and behavioral health services; and other therapeutic, educational, resiliency building, recovery, skill and relationship development, family preservation and reunification support services.

3.1.7.2.10 Patient Care Planning, Management and Follow-Up Services provides care, planning, coordination, and management, and other support and assistance to patients prior to, during and following patient encounters to improve care delivery and outcomes, including education and training for patients and their care-givers, short-term recovery care prior to the patient returning home or being transferred to another facility and home-based services including nurse visits.

3.1.7.3 Support Services:

3.1.7.3.1 Auxiliary Patient Services is a special service program supported by many volunteers aimed to benefit patients and others served through the mission of ANMC;

3.1.7.3.2 Central Admitting Services provides an initial point of contact for anyone acquiring a service from ANMC, assists with determining patient eligibility for service, maintains the inpatient hospital census documentation, assists patients with applications for third party and other alternate health resources;

3.1.7.3.3 Central Nursing Office provides leadership, direction, guidance, facilitates the use of continuous quality improvement in the management of nursing services at ANMC, and regular review and evaluation of nursing practice;

3.1.7.3.4 Executive Direction, in collaboration with SCF as provided in the Joint Operating Board Bylaws and Attachment 2 – SCF Purchases from ANTHC and Attachment 3 – ANTHC Purchases from SCF, is responsible for planning, directing, and coordinating services offered by ANMC; resource allocation; and credentialing and privileging providers;

3.1.7.3.5 Financial Management organizes, coordinates and executes budget and financial operations of ANMC and is responsible for Medicare cost report and cost allocation processes;

3.1.7.3.6 Facilities Engineering provides a comprehensive program of facilities management of ANMC, other ANTHC clinical and program facility locations, such as Quyana House and other temporary housing, Arctic Investigation Laboratories[10] and the related grounds and physical plant equipment associated with these facilities;

3.1.7.3.7 Housekeeping Services is responsible for waste and trash removal, infectious waste, linen management, routine and urgent cleaning for ANMC, Arctic Investigations Laboratory, Quyana House and other temporary housing, and the ANPCC;

3.1.7.3.8 Infection Control provides a comprehensive, coordinated process to reduce the risks of endemic and epidemic nosocomial infections in patients and health care workers and other ANTHC employees who may be present in ANMC on a full-time or occasional basis, including mandatory training, respiratory protection devices, tuberculosis surveillance program and a needlestick-blood borne pathogens exposure plan for health care workers and other employees;

3.1.7.3.9 Materiel Management is responsible for management and distribution of supplies, equipment and mail for ANMC and the ANPCC, including responsibility for Central Sterile Supply, which provides medical supplies for patients, decontamination and sterile processing, and direct support to operating room suites;

3.1.7.3.10 Organizational Development and Quality Management develops, monitors and evaluates policies, procedures, protocols, processes and practices to improve patient safety and the quality and value of services, assists with accreditation and regulatory compliance, and provides education, technical assistance, consultation and support for continuous quality improvement activities, strategic planning and organizational development;

3.1.7.3.11 Public Relations/Information Office provides information to beneficiaries and the general public; management of media relations; technical assistance; and

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10/ While the PSFAs associated with the Arctic Investigations Laboratory provided for in this paragraph and in section 3.1.7.3.7 [Housekeeping Services] are provided in accordance with Section 325 of Pub. L. 105-83 under this Funding Agreement, the funds are not a part of this Funding Agreement. The funds supporting these activities are subject to all terms and conditions of the instrument through which the funds are transferred, and the parties agree that such instruments is not incorporated into this Funding Agreement.

3.1.7.3.12 Library Services develops, maintains and manages clinical information and knowledge resources for clinical staff, employees, patients and other tribal health programs, and assists with reference questions and research.

3.1.7.4 Contract Health Services administers a program to pay providers and facilities to provide health services within medical priorities established by the ANMC Joint Operating Board and approved by the ANTHC Board of Directors or to ensure efficient and cost effective treatment for patients.

3.1.7.4.1 TCC and SEARHC. ANTHC will continue to provide only tertiary and referral contract health services care for beneficiaries of Tanana Chiefs Conference (TCC) and SouthEast Alaska Regional Health Consortium (SEARHC) as provided by the IHS when it directly operated the contract health services program and as described in TCC's and SEARHC's respective Funding Agreements.

3.1.7.4.2 Full-Time Students. Except for beneficiary residents of the Tanana Chiefs Conference, Ketchikan Indian Community and the Metlakatla Indian Community service areas, contract health services provides funding for full-time students as defined in 42 C.F.R. § 36.23 (1985).

3.1.7.4.3 Transients. Except for beneficiary residents of the Tanana Chiefs Conference, Metlakatla Indian Community, Ketchikan Indian Community and SouthEast Alaska Regional Health Consortium service areas who require contract health services outside Alaska, contract health services provides funding for transients as defined in 42 C.F.R. § 36.23 (1985).

3.1.7.4.4 Dental. ANTHC has no responsibility for operative non-emergent dental contract health services, except to beneficiary residents of the Chugachmiut service area.

3.1.7.4.5 Appeals. ANTHC will provide an appeals process to resolve decisions made by the ANTHC contract health services program.

3.1.7.5 Hospital and Community Environmental Services:

3.1.7.5.1 Hospital Safety and Environmental Services provides a comprehensive safety and environmental control program to promote a safe and healthy environment at ANMC and the ANPCC, including security, lift team, and biomedical waste disposal services.

3.1.7.5.2 Community Environmental Services provides a comprehensive environmental health and injury prevention program for ANTHC, ANMC and Alaska Tribal Health System, including the management, planning, and execution of programmatic and field activities relating to environmental health issues in both urban and rural areas, technical assistance, consultative services, informational surveys and specialized training activities to local communities on community, environmental and public health issues, including

water system, sewer system and solid waste disposal system construction, operation and maintenance; injury prevention activities such as bicycle rodeos, safety instruction, injury surveillance, and assessment and intervention to prevent injuries in facility, community and home environments; performance of surveys and regarding OSHA, The Joint Commission and other requirements and regulations; environmental health consultation and services to facilities serving Alaska Native and IHS beneficiaries; prevention of and response to zoonotic disease; and consultative and direct environmental health services to child care programs (including day care, pre-school, early childhood development, and family support programs), schools, and community facilities; and performing epidemiological investigations of disease outbreaks.

3.1.7.6 Housing, Patient Transportation, and Patient Centered Planning and Care Coordination provides in conjunction with Patient Care Planning, Management and Follow-Up Services and others serving patients of tribal health programs:

3.1.7.6.1 pre- and post-travel planning and coordination to ensure their health care needs, including their preventive care needs and follow-up to treatment, are identified and addressed;

3.1.7.6.2 lodging, meals, and air and ground transportation (and related dispatch and travel arrangement services) for patients and their family members and escorts inside Anchorage and to and from other locations;

3.1.7.6.3 supportive services for patients, family members, escorts and others providing assistance and support to patients while preparing for and on travel status; and

3.1.7.6.4 housing and meals for community health aide students in training; and temporary housing for ANTHC workforce.

3.1.8 Diabetes Prevention Program. ANTHC provides primary, secondary and tertiary prevention services, including diabetes education, screening, clinical follow-up, case management services and community and employee activity programs including sponsorship of team sports.

3.1.9 Elder Care Services. Elder care services provides hospital swing bed services and comprehensive health care nursing services for the elderly, disabled and others needing long term health care that may include nursing facility services.

3.1.10 Other Services to Address Health Goals and Objectives. ANTHC also performs other PFSAs as appropriate to address the health goals and objectives established by ANTHC, as contemplated in Title V of the ISDEAA, 25 U.S.C. § 458aaa-4(b)(2).

3.2 Other Programs/Services Funded. This funding agreement includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs,

functions, services and activities that may be included in the funding agreement pursuant to section 505 of Title V, section 325 of Pub. L. 105-83, and Article III, Section 6 [Merging with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.3 Non-IHS Funding. ANTHC will complement and supplement the PSFAs described throughout this section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Sections 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the Compact, non-IHS funds will be added to or merged with funds provided by the IHS through this Funding Agreement.

3.4 Federal Tort Claims Act Coverage. The Federal Tort Claims Act applies to ANTHC's PSFAs under this Funding Agreement as provided in Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact, Section 516(a) of Title V (which incorporates Section 102(d) of the Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

3.5 Tribal Facilities, Locations and Personal Property. ANTHC operates the programs described in this Funding Agreement out of more than one facility or location and uses personal property owned by ANTHC, by SCF, and by IHS in these facilities and locations. These include, ANMC, which ANTHC is entitled to occupy and use, in conjunction with SCF, for so long as ANTHC carries out the PSFAs described in this Funding Agreement. In addition, the facilities and locations include, but are not limited to, those described below and in Appendix E "Tribal Facilities and Locations," which is incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

3.5.1 Real Property Generally. Subject to conditions applicable to specific facilities or locations, as set forth in section 3.5.2 [Construction Yard Storage Lots and Sanitation and Health Facility Construction Sites], the facilities and grounds identified in Appendix E to this Funding Agreement in which the United States has title or holds a leasehold interest identified in their respective Funding Agreements (as adjusted in Attachment 2 – SCF Purchases from ANTHC and Attachment 3 – ANTHC Purchases from SCF), shall be maintained by ANTHC under the following terms:

3.5.1.1 Federal Property Title and Permissible Use. Title to such property (or the leasehold therein) shall remain in the United States, and ANTHC shall permit no unlawful activity on such property.

3.5.1.2 Vendors and Contractors. ANTHC will select and manage vendors and contractors consistent with 25 U.S.C. §§ 450e(b) and (c) and other applicable law. For vending facilities operated on federal property by blind persons, ANTHC will also comply with 20 U.S.C. § 107.

3.5.1.3 Shared Responsibility with SCF. The responsibility for maintenance, repair, custodial and janitorial services, and security services shall be distributed in accordance with the allocation of the resources for such activities as provided in Schedule A to the FY 99 AFA.

3.5.1.4 Catastrophes. Major or catastrophic repairs resulting from deficiencies in design or construction or from extraordinary or unforeseen events are not the responsibility of ANTHC unless additional funding amounts to deal with such unforeseen circumstances as provided in Article V, Section 10, of the Compact are provided by the IHS.

3.5.1.5 Maintenance and Improvement Funds. ANTHC shall be eligible for additional maintenance and improvement funds from the IHS in accordance with established IHS policies. ANTHC agrees to use maintenance and improvement funds received through this Funding Agreement in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable fiscal year or any comparable Act of Congress that contains the subject appropriation, and in accordance with 41 U.S.C. § 12 to the extent applicable.

3.5.1.6 Capital Improvement Projects.

3.5.1.6.1 Approval. Subject to the following thresholds, ANTHC will submit to AANHS a Project Summary Document (PSD) or Program Justification Document (PJD) for any projects in a federally-owned facility or on federally owned property for construction, renovation, or acquisition of space: for projects started before October 1, 2005, costing more than $25,000, including non-IHS funds, and for projects started on or after October 1, 2005, $100,000, including non-IHS funds. For projects that require additional funds from the IHS, ANTHC may proceed with the project only after receipt of approval of the PSD or PJD from IHS.

3.5.1.6.2 Close-Out Reports. By June 30th of each fiscal year, the IHS must report all capital improvements made to federal facilities that exceed the thresholds described in section 3.5.1.6.1 [Capital Improvement Projects; Approval]. ANTHC agrees to prepare a Final Real Property Closeout Report specified in Appendix N-3, "Final Real Property Closeout Report and Interim Real Property Status Report," on each project within 120 days of its beneficial use of the facility or an interim report using Appendix N-3 without the Chief Financial Officer certification if the project is not completed for beneficial use. ANTHC agrees to complete one of these reports by June 30th of each fiscal year. The reports will be consolidated with the reports of other Co-Signers submitted to ANTHC as provided in section 3.1.6.2.6.4 [Annual Capital Improvements Report.]

3.5.1.7 Responsibilities under NEPA, NHPA, and Related Provisions of Law that Apply When the IHS Undertakes an Action. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless ANTHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix Z. Where ANTHC plans to undertake an action, as described in Appendix N-6 "Actions Requiring IHS NEPA Review and Determination," on IHS owned real property or utilizing IHS funds received through this Funding Agreement and ANTHC has not assumed these responsibilities, ANTHC will provide the IHS with a Project Summary Document (*see* Appendix [N-4]) and a completed Environmental Information and Documentation Form (*see* Appendix N-5) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by ANTHC until the IHS completes its compliance responsibilities and so advises the Co-Signer with a Determination Document). Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

3.5.1.8 Changes in Utilization. The IHS must keep an accurate and current inventory of real property assets. ANTHC agrees to provide the certification form included in Appendix N–1, "Certification for New/Replaced/Added Space," annually to the AANHS for any new, replaced, or added space, or other changes in space utilization to a federally owned facility under ANTHC's management.

3.5.1.9 Facility Condition Assessment. ANTHC agrees to schedule and conduct facility condition assessment surveys ("deep look surveys") on federally owned facilities under ANTHC's management and to provide reports as provided in section 3.1.6.2.6.1 [Facility Condition Assessment].

3.5.2 Construction Yard Storage Lots and Sanitation and Health Facility Construction Sites.

3.5.2.1 Federal. ANTHC operates certain environmental health and engineering PSFAs described in this Funding Agreement out of certain federal construction yard storage lots, which IHS agrees that ANTHC may use in any manner necessary to ensure that ANTHC can adequately perform the environmental health and engineering PSFAs set forth in this Funding Agreement.

3.5.2.2 Other Storage and Construction/Operation Project Sites. In addition to operating out of its offices in Anchorage and the facilities and locations listed or described in paragraph 3.5.2.1 [Federal] and Appendix E – Facilities and Locations, ANTHC provides assistance to develop sanitation and health facility construction/operation projects throughout the State and performs PSFAs on approved projects at construction/operation sites

throughout the State. ANTHC also maintains storage lots in various locations to support these facilities. The sanitation and health facility construction/operation sites and storage lots will not be listed in Appendix E – Tribal Facilities and Locations.

3.5.3 Other Tribal Facilities and Locations. ANTHC operates the programs described in the Funding Agreement out of more than one facility or location. These include, but are not limited to, the facilities and locations listed or described in Appendix E – Tribal Facilities and Locations, which is hereby incorporated by reference into this Funding Agreement.

3.5.3.1 Other Tribe and Tribal Organization Sites. ANTHC provides field clinics and other services in sites throughout the State of Alaska, including facilities operated by other tribes and tribal organizations or made available to them for the delivery of health programs. These sites will not be listed in Appendix E – Tribal Facilities and Locations.

3.5.3.2 CDC Building. ANTHC also operates some of its programs at the Arctic Investigations Program, Centers for Disease Control (CDC) Building, 4055 Tudor Centre Drive, Anchorage. Operation of programs at this location is at the invitation of the CDC. Therefore the building and property at this location are not to be considered property furnished by the government for purposes of Section 105(f)(2)(A) of the Act. IHS will consult with ANTHC prior to negotiating any transfer of ownership or occupancy of the CDC Building.

3.5.3.3 Annual Self-Governance Negotiation Space. ANTHC will provide space for Alaska Tribal Health Compact negotiations.

3.5.4 Personal Property.

3.5.4.1 Generally. All personal property owned by the IHS and located in the facilities identified in Appendix E – Tribal Facilities and Locations shall remain the property of the United States and shall be provided for the use of ANTHC and SCF, respectively, for the performance of PSFAs under their respective Funding Agreements.

3.5.4.2 ANMC Personal Property. ANTHC is aware that the personal property owned by the IHS in the ANMC does not include most of the artwork, which is the property of the ANMC Auxiliary. The artwork that is the property of the IHS is listed in Appendix J to the FY 2000 Funding Agreement – List of Government Provided Artwork in ANMC, which is hereby incorporated by reference into this Funding Agreement.

3.5.4.3 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements prior to ANTHC's assumption of federal responsibilities under the Compact, IHS acquired various copyrights and licenses, including licenses pursuant to 45 C.F.R. § 74.36 and 45 C.F.R. § 92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by ANTHC on or after October 1, 1998, ANTHC has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

Section 3.6 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, ANTHC shall be the payer of last resort.

Section 3.7 Exemption from Payment of Certain Fees. In accordance with Section 124 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1616q, employees of ANTHC's health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of IHS are exempt from such fees.

Section 4 — Amounts Available During Term of Funding Agreement.

4.1 Funding Amounts.

4.1.1 Generally. ANTHC and IHS entered into an agreement between the IHS and ANTHC regarding Adjusted Recurring Base ("Adjusted Recurring Base Agreement") on May 29, 2001 in which the adjusted recurring base funding due ANTHC for FY 2001 was established to be $80,335,650 as identified in Operating Resources Detail (ORD) (formerly called Advice of Allowance) 11, dated May 17, 2001. The following amounts are available to ANTHC pursuant to Section 325 of P.L. 105-83, the Compact, Title V of the Act and the Adjusted Recurring Base Agreement are subject to reductions only in accordance with Section 508 of Title V and Section 106 of Title I during the term of this Funding Agreement. The funds being transferred to ANTHC are funds that were identified as certain non-residual tribal shares of the AANHS prior to the enactment of Section 325 of P.L. 105-83.[11]

	Annual Funding
RECURRING BASE: Inclusive of all recurring funding.[12]	

11/ A breakout of these funds is shown in Appendix A, which is hereby incorporated by reference, which cites the source document used to determine the amounts. The amounts are subject to change under the Act and as provided in this Funding Agreement, including the additional adjustments as provided in section 4.2 [Contract Support Costs]. For other fiscal years to which this Funding Agreement is applicable, the replacement Appendix A will be negotiated between IHS and ANTHC for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

12/ The detail regarding these recurring funds is shown in Appendix A – Financial Summary. *See,* Footnotes 3 (regarding Appendices A and C) and 11 (regarding breakout of funds in Appendix A). The base amount of the recurring funds in FY 01 was determined according to the Adjusted Recurring Base Agreement. This amount includes funds for Human Resources, which includes $100,000 that shall be immediately repaid to IHS if

	Annual Funding
Recurring Services	$ 110,815,283
Recurring Facilities	$ 15,151,116
Subtotal Recurring:	**$ 125,966,399**
NON-RECURRING FUNDING: Inclusive of certain program and nonrecurring contract support funds and such other funding that may be added to the Funding Agreement.[13]	
,Contract Support Costs	$18,738,626
Maintenance and Improvement funds	TBD
Telemedicine	TBD
Approved Sanitation Facilities Construction Project Funds:[14]	TBD

ANTHC discontinues required entries into the Integrated Time and Attendance System (ITAS).

The "Recurring Services" amount was reduced in FY 2009 by the amount of $3,609,309.47 (Hospital and Clinics funds), which was calculated on the basis of a reallocation from ANTHC to SCF in the scope of responsibility for purchasing outpatient pharmaceuticals used in the Rural Anchorage Service Unit, Primary Care Center, and the ANMC Hospital-Based Outpatient Pharmacies. This amount was calculated before any FY 2009 appropriated increases were applied. All FY 2009 increases, including pay costs, inflation, population growth, and any other similar items attributable to this recurring base transfer shall be paid to SCF as if the recurring base transfer had occurred on September 30, 2008.

13/ These amounts are detailed in Appendix A. See, Footnotes 3 (regarding Appendices A and C) and 11 (regarding breakout of funds in Appendix A). In addition, ANTHC shall receive, pursuant to Section 325 of P.L. 105-83, the Compact and Title V of the Act, other non-recurring funds not specifically identified in this Funding Agreement but which may be provided to ANTHC in the future to the same extent as they have historically been provided.

14/ In FY 2011, it is expected that about $16,000,000 will be allocated to the Alaska Area for new Sanitation Facility Construction Projects. As projects are approved under section 1.2.3 [Sanitation Facility Construction Approval] the funds will be transferred to ANTHC. In addition, the IHS shall transfer, or authorize to be transferred, to ANTHC funds from federal and state agencies or other sources according to agreements by the funding agency or as the conditions for expenditure of the funds have been satisfied,

	Annual Funding
Subtotal Non-Recurring:	**$18,738,626**
Subtotal Recurring and Non-Recurring:	**$144,705,025**
Area Tribal Shares[15]	$ 829,501
Headquarters Tribal Shares - Program Formula[16]	$ 635,412
Subtotal – Tribal Shares[17]	**$ 1,464,913**
TOTAL COMPACT FUNDING[18]	**$146,169,938**

except to the extent that such funds have been expended directly for the projects, pursuant to agreement by ANTHC. Funds also will be allocated to ANTHC for approved projects as the IHS satisfies obligations for projects for which funds have been retained by the IHS. When additional funds are needed for approved projects being carried out by ANTHC and for new ANTHC approved projects, the funds retained by the IHS will be the first source of funds relied upon.

15/ Funds from Area were distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A – Financial Summary. ANTHC does not receive any Area tribal shares, except those restricted by Co-Signers and Title I contractors and those which Co-Signers and Title I contractors could have received, but for the enactment of Section 325 of P.L. 105-83. Those funds are included in this table as a portion of the ANTHC's recurring base, but are detailed in Appendix A – Financial Summary.

16/ Headquarters shares were allocated and distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A – Financial Summary. ANTHC does not receive any Headquarters' tribal shares except certain program formula shares, which are detailed in Appendix A – Financial Summary. In addition to the program formula shares ANTHC is receiving, ANTHC has restricted other funds detailed in Appendix A and retains the right to receive other Headquarters' tribal shares for which the amount or availability have not been determined.

17/ This amount does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount will be adjusted to make available all tribal shares for which ANTHC is eligible.

18/ For the reasons noted regarding the amounts that make up this total and because full funding amounts due under previous years' Funding Agreements have not been fully

	Annual Funding
INITIAL WITHHOLD SUMMARY	
IPA/MOA	$ 12,244,162
Pharmaceuticals[19]	$ 8,542,717
Village Built Clinics	$ 704,500
Subtotal Initial Withhold	**$ 21,491,378**

These amounts are subject to additions for other reimbursements, new funds received during the term of this Funding Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the Act, additional adjustments to add the direct contract support for additional federal employees transferring to direct employment after the initial calculation in July, 1999, and funds made available throughout the year under section 4.3 [Transitional IHS PSFAs and Funds] below. Any amounts remaining unspent under Contract No. 243-98-6040 and previous Funding Agreements, after adjustment and reconciliation of the withheld amounts for IPA/MOA as of the last day of the previous fiscal year shall be included in this Funding Agreement.

The Recurring Base amount shown above includes $4,929,759 that ANTHC received, recurring in FY 2006 in Congressionally earmarked alcohol funds for substance abuse and behavioral health counselors through the Counselor in Every Village program, and comprehensive substance abuse training programs for counselors and other delivering substance abuse services. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in section 6 [Adjustments] as well as any conditions on those funds that may be described in the FY 2009 Interior Appropriations Act (Act) or Congressional Reports. After the Act is passed into law, such conditions, including Congressionally directed reporting requirements, will be added by amendment not requiring Co-Signer signature as described in section 11[Amendment or Modification of this Agreement] of this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $592,607 are for Equipment Replacement; the Equipment Replacement amount paid as a part of the lump sum due ANTHC was determined by multiplying the FY 2015 Equipment Replacement amount paid to the Co-Signer by 90%. The final Equipment amount paid in FY 2016 will be based on the final FY 2016 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2016 Equipment Replacement allocation, is less than the 90%

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identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

19/ *See* section 13 [Regional Supply Service Center].

calculation, ANTHC will return the difference to the IHS. *See also* Appendix A, footnote to line 19 on page 6.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to ANTHC's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add ANTHC's FY 2011 through 2015 diabetes grants to this Funding Agreement after the grants have been awarded. Grant funds will be paid to ANTHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. ANTHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. ANTHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.2 Schedules. The FY 99 AFA had attached to it Schedules A (FY99 Budget for ANMC Campus), B (Calculation of Annual Amount, Revenue Ceiling, Award Amounts, and Lump Sum Payment), and C (Personnel Transferred under the AFAs (ANMC Manpower Report as of 12/10/98)), which provide historical planning and budget information only and do not impose upon the IHS any funding requirements not already identified in this Funding Agreement. They may be referred to consistent with the intent of section 21 [Related Agreements] of this Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 450j-1 and §458aaa-7(c). IHS and ANTHC agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the fiscal year covered by this agreement, which represents the parties' estimate of ANTHC's full CSC requirement pursuant to 25 U.S.C. § 450j-1, is $ 29,585,915, including $ 10,847,289 for direct CSC and $ 18,738,626 for indirect CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 450j-1, and, to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3 (approved April 6, 2007). IHS and ANTHC will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and ANTHC's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 *et seq.*

4.3 Transitional IHS PSFAs and Funds.

4.3.1 Area Office (including Environmental Health & Engineering) Transition.

4.3.1.1 Generally. The IHS has retained funds to accomplish federal PSFAs during transition. The total amount of transitional IHS retained funds is detailed in Appendix A – Financial Summary. It is subject to agreements to transfer retained funds to

ANTHC upon the occurrence of certain events described in Appendix G – Transitional Staffing Plan or set forth in this subsection. Funds generated by administrative surcharges and user fees under section 5.3 [Buyback/Withholding] are not included in the total amount of transitional IHS retained funds above because those funds can be used only consistent with the requirements of section 5.3 and any balance, after reconciliation, must be returned to Co-Signers under Section 3.3 of Appendix D, "Buyback/Withhold Agreement between the Indian Health Service and Alaska Native Tribal Health Consortium" ("Buyback Agreement."). The IHS will transfer funds for Sanitation Facility Construction projects pursuant to section 4.1 [Funding Amounts].

4.3.1.2 Area Office Reconciliation. Funds not needed for residual or transitional federal PSFAs for fiscal years covered by this Funding Agreement shall be paid to ANTHC prior to the close of the fiscal year.

4.3.2 ANMC Transition.

4.3.2.1 Human Resources Support for IPA/MOAs and Federal Employee Assistance Program. For FY 2011, $91,277 allocated to ANTHC, has been retained by the Area Office to support federal employees on IPA or MOA and an additional $34,000 allocated to ANTHC, has been retained by the Area Office to provide an Employee Assistance Program for Federal employees under IPA/MOA. The Area Office has agreed to transfer additional personnel and funds to ANTHC consistent with Appendix G – Transitional Staffing Plan, which is attached to this Funding Agreement and incorporated by reference herein.

The amounts retained by the Area Office, described in the previous paragraph, do not include funds for the purpose of performing time-and-attendance activities for or for exercising day-to-day supervision over Federal employees under IPA or MOA with ANTHC. ANTHC will continue to perform time and attendance activities, unless funds are returned to the Area Office to enable the Area Office to perform this function. *See* Footnote 12 to section 4.1.1 [Funding Amounts; Generally] (regarding recurring funds).

4.3.2.2 IHS Retained Staffing. Appendix C – Continuing Service Agreement and Appendix G – Transitional Staffing Plan describe the retained staff and the general conditions under which transfer of the position or funds will be made from IHS to ANTHC.

4.3.2.3 Pharmaceutical Purchases. The Area Office will continue to assist ANTHC with purchasing pharmaceuticals through the Veteran's Administration Prime Vendor Contract pursuant to the terms and conditions of section 13 [Regional Supply Service Center] of this Funding Agreement.

4.3.2.4 Contracts. At the request of ANTHC and to the extent feasible, IHS will facilitate and or manage contractual relationships between ANTHC and IHS or other Federal contractors and/or vendors.

4.3.2.5 Inter-Agency Service Agreements and Other Agreements. The IHS and ANTHC will work together to determine which of the inter-agency service agreement,

collaborative agreement or other instruments memorializing an understanding or agreement to which the Alaska Area Office is a party (except those provided for under section 4.3.2.4 [Contracts]) should be continued by the IHS and which should be renegotiated directly by ANTHC. To the greatest extent feasible, ANTHC will undertake to enter into direct relationships with the other parties to these agreements. Until such time as this can occur, the IHS will continue such agreements for the benefit of the Alaska Area, including ANTHC.

4.4 Headquarters' Allocations to Area. IHS Headquarters shall allocate all funds (including, but not limited to, self-governance shortfall funds, funds for national or statewide costs assessed by IHS Headquarters, training funds, and funds provided by other federal agencies or contributors) to the Alaska Area on the same basis as similar funds are distributed to other Area Offices nationally. The Area Office shall notify ANTHC of the availability of any such funding. Except for advices or distributions of funds to other Co-signers of the Compact or Title I contractors, the notice shall identify the distribution methodology that the Area Office proposes to use to distribute the funds and shall include copies of the advices of allowances to the Area Office. Methodology for distribution of funds under this subsection by the IHS Area Office associated with the performance of residual and transitional Area Office PSFAs shall be determined in consultation with ANTHC.

4.5 Base Budgets.[20]

4.5.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY 98 - FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001- FY 2002). IHS and ANTHC have subsequently agreed to additional extensions through FY 2015. The IHS and Co-Signers have agreed to further extend the base budget period at ANTHC's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts[21]	FY 97	FY 2018

20/ ANTHC did not have a Funding Agreement in the year in which the base budget year was established and, as a result of the methodology for distribution of Headquarters and Area tribal shares adopted by the Co-Signers to the Compact, ANTHC is not directly entitled to receive any funds designated as Headquarters Tribal Size Adjusted or Area Tribal Shares. ANTHC does receive Area Tribal Shares from the Area that were restricted by or retained from other Co-Signers or for Title I eligible tribes. *See also* Footnote 15 to section 4.1.1 [Funding Amounts; Generally] (regarding Area Tribal Shares). ANTHC is eligible for Headquarters Program Formula tribal share, including equipment replacement funds, to the same extent as other tribes and tribal organizations.

Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.5.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under section 6.1 [Adjustments; Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current Co-signers add or retrocede PSFAs, as provided in section 11.3 [Due Addition of New Programs].[22] Adjustments also shall be permitted when Co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. ANTHC also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes or Area offices. To the extent permitted by law, adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under section 6.2 [Adjustments; Proposals by Authorizing Tribes]. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 — Method of Payment.

5.1 Payment Schedule. Except as provided in sections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding] and 5.4 [Periodic Payments], all funds identified in section 4 [Amounts Available During Term of Funding Agreement] of this Funding Agreement shall be paid to ANTHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the Compact; payment to ANTHC to be made as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer, including OEH&E Sanitation Facilities Construction funds for approved projects, except as provided in section 4.1 [Funding Amounts] of this Funding Agreement.

5.2 Availability of Tribal Shares. ANTHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

21/ Compact base budgets for TSA amounts shall be considered as a whole (entire Compact amount) and shall be subject to adjustment of the internal allocation subject to Compact Funding Agreements.

22/ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

5.3 Buyback/Withholding.[23] ANTHC may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to ANTHC are set forth in the Appendix D, "Buyback/Withhold Agreement between the IHS and ANTHC (Buyback/Withhold Agreement)", which is attached as Appendix D to this Funding Agreement and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2011 shall be .285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to ANTHC under this Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of ANTHC by check or wire transfer.

Section 6 — Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to ANTHC in this Funding Agreement shall be adjusted as necessary, after ANTHC has been notified of such pending action and subject to any rights which the Co-Signer may have under this Funding Agreement, the Compact, or the law.

6.2 Proposals by Authorizing Tribes. Should any Tribe assume responsibility for PSFAs, (or portions thereof) under a contract or Funding Agreement pursuant to the Act, adjustment to funding amounts and responsibilities of ANTHC under this Funding Agreement will be negotiated.

Section 7 — Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by ANTHC shall not be treated as Federal records under chapter 5 of title 5 of the United States code, except that

7.1.1 patient medical records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. § 552a(b); and

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23/ The surcharge provisions of Appendix D – Buyback/Withhold Agreement entered into pursuant to this section 5.3 [Buyback/Withholding] apply only to IPA/MOAs. *See* Appendix A – Financial Summary for detail about withhold amounts. Under section 13 [Regional Supply Service Center], no surcharges will be charged for activities of the Regional Supply Service Center.

7.1.2 pursuant to Section 105(o) of Title I, the medical records generated by ANTHC shall, at the option of ANTHC be stored with the National Archives and Records Administration, and ANTHC shall have access to such records.

7.2 Confidentiality Standards. ANTHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 C.F.R. Parts 160, 162 and 164. If a record is not subject to HIPAA, ANTHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 — Program Rules. ANTHC will make a best effort to carry out the health PSFAs in this Agreement in compliance only with:

> The Joint Commission Standards for Hospitals and Ambulatory Care Facilities, as applicable, Standards and Procedures adopted by the IHS Community Health Aid Program Certification Board, and policies and procedures adopted by the ANTHC Board.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, ANTHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 — Discontinuance. ANTHC may discontinue its participation in the Compact after written notice to the IHS, all federally recognized tribes in Alaska, and all tribes and tribal organizations operating health programs in Alaska under the Act. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of the ANTHC Board of Directors and the IHS.

Section 10 — Consolidation of Contracts and Previous Annual Funding Agreements. The contract listed below shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, services, functions, activities, materials, and facilities provided to ANTHC:

> Contract: No. 243-98-6040.

Section 11 — Amendment or Modification of this Agreement.

11.1 Form of Amendments. Except as otherwise provided by this Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through ANTHC as authorized by resolution, the Alaska Native Tribal Health Consortium and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

11.2 Services from IHS. Should ANTHC determine that it wishes the IHS to provide programs, services, functions or activities included in this Funding Agreement for which funding has been identified but not provided, and to the extent permitted by law, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from ANTHC back to the IHS and the pro-rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

11.3 Due to Addition of New Programs. Should ANTHC determine that it wishes to provide a program, function, service or activity of the IHS not included in this Funding Agreement, ANTHC shall submit a proposal to the IHS to provide such program, function, service, or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, ANTHC may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this Funding Agreement and the amendment shall be executed through the Area Office and added to this Funding Agreement.

11.4 Due to Availability of Additional Funding. ANTHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to ANTHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with ANTHC.

11.5 Other Adjustments. Upon written authorization by ANTHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to ANTHC for the purpose of reimbursing the IHS for services or equipment provided to ANTHC, to assist ANTHC in carrying out the terms of the Compact and this Funding Agreement.

11.6 General Procedures for Amending or Modifying this Agreement. Amendments or modification proposed by ANTHC shall be submitted in writing to the IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above sections 11.4 [Due to Availability of Additional Funding] and 11.7 [Funding Increases], a request submitted by ANTHC to amend or modify this Funding Agreement shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified subsections are incorporated herein for this purpose.

11.7 Funding Increases.

11.7.1 Written consent of ANTHC shall only be required for issuing amendments for those funds which:

11.7.1.1 require a change to section 3 [Tribal Programs and Budget];
11.7.1.2 require a specific commitment by ANTHC (e.g. Maintenance & Improvement projects and Sanitation Facility Construction projects); or
11.7.1.3 reduce funding other than changes in Congressional appropriations pursuant to section 6.1 [Adjustments; Due to Congressional Actions].

11.7.2 Amendments not requiring written consent may include, but are not limited to:

11.7.2.1 Program/Area/HQ Mandatories;
11.7.2.2 Program/Area/HQ End-of-Year Distributions;
11.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, ANTHC will return the unused amount to the IHS CHEF account;
11.7.2.4 Contract Health Services Deferred Services;
11.7.2.5 Routine Maintenance & Improvement; or
11.7.2.6 Collections and reimbursements.

11.7.3 Amendments reflecting payment of these funds shall be provided to ANTHC after any such funds are added to the Funding Agreement. ANTHC retains the right to reject the addition of such funds to the Funding Agreement and return the funds to the IHS.

Section 12 — Third Party Recoveries. Any funds recovered by ANTHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by ANTHC, or for such services previously provided by the IHS in a PSFA now operated by ANTHC, shall be the property of ANTHC and shall be considered program income to be utilized by ANTHC as provided in Article III, Section 7 [Program Income] of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the Compact.

Section 13 — Regional Supply Service Center.

13.1 Generally. ANTHC will operate the Regional Supply Service Center and ANMC materiel management, including pharmaceutical acquisition and disposal, with the IHS support, as described in section 13.2 [IHS Accounting and Procurement Support].

13.2 IHS Accounting and Procurement Support.

13.2.1 Except as provided in sections 13.2.2 and 13.2.3, ANTHC shall assume responsibility of all aspects of the Regional Supply Service Center. This includes ordering, stocking, picking, assembling and shipping all field orders, maintaining necessary inventories by preparation of supply orders, assisting with prime vendor orders, and management of Regional

Supply Service Center personnel, facilities, equipment, and stock inventories and ANMC materiel management, including pharmaceutical acquisition and disposal.

13.2.2 IHS will continue to assist ANTHC in acquiring pharmaceuticals from the Veteran's Administration Prime Vendor for ANTHC. The IHS will not order, or be responsible for payment for, any other materiel required by the Regional Supply Service Center or ANMC. Requisitions for pharmaceutical acquisitions will be prepared by ANTHC in the United Financial Management System ("UFMS") for certification by IHS. Requisitions for pharmaceuticals placed in the Veteran's Administration Prime Vendor's electronic ordering system will be transmitted to the Veteran's Administration Prime Vendor by a Federal contracting officer. ANTHC guarantees that orders to the Veteran's Administration Prime Vendor are identical to UFMS requisitions. ANTHC will match bills from the Veteran's Administration Prime Vendor with UFMS documents. IHS will sample audit this process and make payment.

13.2.3 ANTHC will continue to operate the Regional Supply Service Center without significant reductions in service, unless a phase out plan that calls for reductions is approved by the Compact Co-Signers and other major Regional Supply Service Center users.

Section 14 — Agreements with Tribes and Tribal Organizations. Funds provided under this Funding Agreement or at the direction of IHS may be allocated to and expended by an Alaska Native Village (Village) or tribal organization in accordance with the terms of the Compact, this Funding Agreement, an agreement approved by ANTHC and the Village or tribal organization, and Section 325 of P.L. 105-83, including those entered into under Attachment 5 to the FY 99 AFA, the Cooperative Agreement for FY 99 Staffing Package Funds for Rural Anchorage Service Unit between the Alaska Native Tribal Health Consortium and Southcentral Foundation (Staffing Package Agreement). The Federal Tort Claims Act shall apply to PSFAs carried out by the Village or tribal organization under such agreement and to the Village or tribal organization and its employees to the same extent as if they had been carried out directly by ANTHC, if the Village or tribal organization would have met the criteria of 25 C.F.R. § 900.181, but for the limitations on contracting imposed by Sections 325 and 326 of P.L. 105-83 or similar restrictions adopted in subsequent Congressional legislation. ANTHC agrees to be responsible for assuring that the language of any such agreement with a Village or tribal organization shall be consistent with the Compact, this Funding Agreement and the Act. Such an agreement may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignments shall be subject to the approval of the AANHS Director.

Section 15 — Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with the IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law." 25 U.S.C. § 1680c(b)(1)(B). The ANTHC Board of Directors has made such determinations consistent with section 813, and provides for its findings in Resolutions No. 10-13, adopted September 8, 2010, and attached as Appendix B-3; and No. 10-17 and 10-18, adopted December 3, 2010, and attached as Appendices B-4 and B-5, respectively. These

Resolutions and are incorporated by reference herein. ANTHC may provide services under this Funding Agreement as described in Resolutions No, 10-13, 10-17, and 10-18. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents and as provided for under the Alaska Federal Health Care Partnership, in accordance with Section 325 of Pub. L. 105-83.

Section 16 – Access to and Use of the Fiscal Intermediary.

16.1 Generally. ANTHC is authorized to utilize the services of the IHS Fiscal Intermediary. ANTHC and the IHS have identified areas of common interest which bear upon this authority including economies of scale, identification of alternate funding resources, managed care activities, and the maximization of purchasing power. The ability to use the Fiscal Intermediary will greatly enhance ANTHC's medical purchasing power. In addition, by including the ANTHC workload in the utilization of the Fiscal Intermediary, the IHS gains stronger purchasing power with medical providers and the Fiscal Intermediary and gains access to the ANTHC referral database. Further, ANTHC's use of the Fiscal Intermediary may also serve as a model for other tribes or tribal organizations which may wish to utilize the IHS's Fiscal Intermediary contract.

16.2 ANTHC Responsibilities. ANTHC will pay for the cost of utilizing the Fiscal Intermediary contract by continuing to leave its fiscal intermediary contract-related tribal shares with the IHS. The annual value of ANTHC's Fiscal Intermediary tribal shares when initially calculated in FY 2000 was $45,847.[24]

The IHS will not seek any additional fee or reimbursement for ANTHC's future use of the Fiscal Intermediary unless it can be demonstrated that ANTHC is requesting the Fiscal Intermediary to process at least 10 percent more claims annually than when the IHS last managed the contract health services program at the ANMC. If the annual claim volume exceeds the demonstrated FY98 ANMC claim volume by 10 percent or more, ANTHC will reimburse the IHS on an actual cost per claim basis for the number of claims in excess of the 10 percent at the end of each fiscal year. The cost will be determined by dividing the published annual Fiscal Intermediary contract cost by the total volume of claims covered by the IHS/Fiscal Intermediary contract for the year in question. The processing year will be for claims processed from October 1st of a given year through the following eighteen (18) months (March 31st of the second year following).

24/ The value of tribal shares related to the Fiscal Intermediary was determined for FY 2000 by first dividing the total annual cost of the Fiscal Intermediary (approximately $6 million) by the total volume of all IHS claims processed by the Fiscal Intermediary during FY 1993. Then to determine each tribe's and tribal organization's share of the Fiscal Intermediary, the resultant cost per claim was multiplied by number of claims processed on behalf of each entity in FY 1993. This calculation determined ANMC use of the Fiscal Intermediary to have a value of $45,847 for FY 2000. ANTHC, as the tribal organization which now manages the programs of the ANMC, thus for FY 2000 had a Fiscal Intermediary related tribal share of the Fiscal Intermediary of $45,847. The value of tribal shares attributable to ANMC has not been updated by IHS since FY 2000.

ANTHC will maintain a bank account for the Fiscal Intermediary to pay provider claims against and ensure funds are available to cover payments. Conditions for this bank account are contained in a Memorandum of Understanding (MOU) between ANTHC and the Fiscal Intermediary. A copy of the current MOU will be provided to the IHS for informational purposes only. Under the conditions contained in the MOU, ANTHC will submit claims for payment to the Fiscal Intermediary.

ANTHC is responsible for payment of all services authorized and/or ordered by ANTHC, its officials and its employees through ANTHC "purchase/delivery orders" or any other means. The IHS bears no financial responsibility other than described in this subsection 16.2 [ANTHC Responsibilities]. Except for making available to ANTHC the unused portion of ANTHC's tribal shares in support of the Fiscal Intermediary, the IHS bears no legal obligation for any failure by the Fiscal Intermediary to provide services to ANTHC.

ANTHC will assist the Fiscal Intermediary as needed in regard to provider and payment issues of interest to ANTHC or the Fiscal Intermediary. ANTHC has established a point of contact to act as the representative for ANTHC to ensure compliance with the responsibilities described in this subsection. The ANTHC point of contact is Director, Contract Health Services, ANTHC.

16.3 IHS Responsibilities. The IHS will allow ANTHC to utilize the Fiscal Intermediary services as further defined and described in the MOU between ANTHC and the Fiscal Intermediary. The IHS will assist in the effective and efficient implementation of all aspects of ANTHC's use of the Fiscal Intermediary, and will work with ANTHC and the Fiscal Intermediary to resolve provider payment issues related to services authorized by ANTHC.

The IHS will ensure that Fiscal Intermediary services are provided to ANTHC in consideration for the tribal shares retained by the IHS for such services. The IHS has established a point of contact who will act as the representative of the IHS to monitor compliance with the responsibilities described in this subsection. The IHS point of contact is IHS Fiscal Intermediary Project Officer, Division of Contract Care, IHS.

Section 17 — Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at ANTHC's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. ANTHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 — Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 458aaa-15(b), ANTHC exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out full in Title V of the Act.

18.1 25 U.S.C. § 450b(e) (definition of "Indian Tribe");
18.2 25 U.S.C. § 450h(b) (related to grants for health facility construction and planning, training and evaluation);
18.3 25 U.S.C. § 450h(d)(1) (related to duty of IHS to provide technical assistance);
18.4 25 U.S.C. § 450k(b) (conflicting provisions of law);
18.5 25 U.S.C. § 450*l*(c), section 1(b)(8)(F) (screener identification);
18.6 25 U.S.C. § 450*l*(c), section 1(b)(9) (availability of funds);
18.7 25 U.S.C. § 450*l*(c), section 1(d)(1)(B) (construction of contract); and
18.8 25 U.S.C. § 450*l*(c), section 1(d)(2) (good faith).

Section 19 — Severability. This Funding Agreement shall not be considered invalid, void or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 20 — Interpretation. This document is subject to and shall be interpreted in light of Section 325 of P.L. 105-83. In addition, Appendices A – Financial Summary, C – Continuing Service Agreement, F – DSFC Assumption June 18, 1999, G – Transitional Staffing Plan and L – Federal Contracts to this Funding Agreement and Appendix D to the FY 99 AFA, "Alaska Area Budget Detail, September 16, 1998," shall be relied upon in determining matters regarding who was responsible to perform particular PSFAs, whether a responsibility is an inherent federal responsibility, and how much funding was to be associated with inherent federal functions, transitional PSFAs and ANTHC PSFAs.

Section 21 — Related Agreements. SCF and ANTHC entered into certain reciprocal health services agreements under which the parties have agreed on a plan to manage ANMC. SCF and ANTHC also entered into agreements on redistribution of ANMC resources from all sources including funding from the IHS and third-party revenue. These health services agreements and the revenue sharing agreement by the parties are authorized by Section 325 of Pub. L. 105-83 and the programs provided therein are subject to the provisions of sections 3.3 [Non-IHS Funding] and 14 [Agreements with Tribes and Tribal Organizations] of this Funding Agreement for the purposes of FTCA coverage. The agreements and their amendments, identified in the Table below may be used for informational purposes and to indicate the IHS's acknowledgment of the same.[25]

	Agreement	Effective Date	Attached to:
Attachment 2	Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC")	January 1, 1999	FY 99 2nd AFA

25/ The Table also identifies the effective date of each of the documents and the funding agreement to which the document is attached. References to the "FY 99 2nd AFA" are to the FY 99 Second Amended and Restated Annual Funding Agreement for ANTHC.

	Agreement	Effective Date	Attached to:
Attachment 2, Amendment 1	Amendment #1 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC") Attachment 1 – Scope of Services to Be Provided by ANTHC to SCF (FY 99 2nd) Attachment 2 – ANTHC Assurances Regarding Services from the ANMC (same as Appendix H) (FY 01) Attachment 3 – SCF Assurances Regarding Services from the ANMC and ANPCC (same as Appendix I) (FY 01) Attachment 4 – Memorandum of Agreement between ANTHC and SCF re: Revenue Sharing (January 1, 1999) (FY 99 2nd), as amended	October 1, 1999	none
Attachment 2, Amendment 2	Amendment #2 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC")	October 1, 2000	FY 01 Funding Agreement
Attachment 2, Amendment 3	Amendment #3 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC")	October 1, 2001	FY 07 Funding Agreement
Attachment 2, Amendment 4	Amendment #4 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC")	October 1, 2002	FY 07 Funding Agreement
Attachment 2, Amendment 5	Amendment #5 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC")	October 1, 2003	FY 07 Funding Agreement
Attachment 2, Amendment 6	Amendment #6 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC") with PCC IT Transitional Service Plan	October 1, 2004	FY 07 Funding Agreement
Attachment 2, Amendment 7	Amendment #7 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC") with Memorandum of Agreement Regarding Telecommunication Services Support between SCF and ANTHC	October 1, 2005	FY 07 Funding Agreement

	Agreement	Effective Date	Attached to:
Attachment 2, Amendment 8	Amendment #8 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC")	October 1, 2007	FY 08 Amendment to the FY 07 Funding Agreement
Attachment 2, Amendment 9	Amendment #9 t the Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("SCF purchases from ANTHC")	October 1, 2008	Amendment to FY 09-10 Funding Agreement
Attachment 2, Amendment 10	Amendment #10 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center ("SCF Purchases from ANTHC")	October 1, 2009	Third Amendment to the FY 09-10 Funding Agreement
Attachment 2, Amendment 11	Amendment #11 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center ("SCF Purchases from ANTHC")	April 1, 2010	FY 11-15 Funding Agreement
Attachment 2, Amendment 12	Amendment #12 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center ("SCF Purchases from ANTHC")	May 17, 2010	FY 11-15 Funding Agreement
Attachment 2, Amendment 13	Amendment #13 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center ("SCF Purchases from ANTHC")	May 10, 2010	FY 11-15 Funding Agreement
Attachment 2, Amendment 14	Amendment #14 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center ("SCF Purchases from ANTHC")	April 6, 2011	Second Amendment to the FY 11-15 Funding Agreement
Attachment 2, Amendment 15	Amendment #15 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center ("SCF Purchases from ANTHC")	April 4, 2012	Sixth Amendment to the FY 11-15 Funding Agreement

	Agreement	Effective Date	Attached to:
Attachment 2 Amendment 16	Amendment #16 to Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center ("SCF Purchases from ANTHC")	October 1, 2011	Sixth Amendment to the FY 11-15 Funding Agreement
Attachment 3	Health Services Purchase Agreement II between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("ANTHC purchases from SCF")	January 1, 1999	FY 99 2nd AFA
Attachment 3, Amendment 1	Amendment #1 to Health Services Purchase Agreement II between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("ANTHC purchases from SCF") Attachment 1 – Scope of Services to Be Provided by ANTHC to SCF (FY 99 2nd) Attachment 2 – ANTHC Assurances Regarding Services from the ANMC (same as Appendix H) (FY 01) Attachment 3 – SCF Assurances Regarding Services from the ANMC and ANPCC (same as Appendix I) (FY 01) Attachment 4 – Memorandum of Agreement between ANTHC and SCF re: Revenue Sharing (January 1, 1999) (FY 99 2nd), as amended	October 1, 2000	FY 01 Funding Agreement
Attachment 3, Amendment 2	Amendment #2 to Health Services Purchase Agreement II between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("ANTHC purchases from SCF")	October 1, 2004	FY 07 Funding Agreement
Attachment 3, Amendment 3	Amendment #3 to Health Services Purchase Agreement II between the Alaska Native Tribal Health Consortium and Southcentral Foundation for Services at Alaska Native Medical Center" ("ANTHC purchases from SCF")	October 1, 2011	Sixth Amendment to the FY 11-15 Funding Agreement
Attachment 4	Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing ("Revenue Sharing Agreement")	January 1, 1999	FY 99 2nd AFA
Attachment 4, Amendment 1	Amendment #1 Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing ("Revenue Sharing Agreement")	October 1, 1999	none
Attachment 4, Amendment 2	Amendment #2 Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing ("Revenue Sharing Agreement")	October 1, 2000	FY 01 Funding Agreement

	Agreement	Effective Date	Attached to:
Attachment 4, Amendment 3	Amendment #3 Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing ("Revenue Sharing Agreement")	October 1, 2001	FY 07 Funding Agreement
Attachment 4, Amendment 4	Amendment #4 Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing ("Revenue Sharing Agreement")	October 1, 2002	FY 07 Funding Agreement
Attachment 4, Amendment 5	Amendment #5 Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing ("Revenue Sharing Agreement")	October 1, 2003	FY 07 Funding Agreement
Attachment 4, Amendment 6	Amendment #6 Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing ("Revenue Sharing Agreement")	October 1, 2004	FY 07 Funding Agreement
Attachment 4, Amendment 7	Amendment #7 Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing ("Revenue Sharing Agreement")	October 1, 2005	FY 07 Funding Agreement
Attachment 4, Amendment 8	Amendment #8 Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing ("Revenue Sharing Agreement")	October 1, 2007	FY 08 Amendment to the FY 07 Funding Agreement
Attachment 4, Amended and Restated	Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing (Amended and Restated October 1, 2008) ("Revenue Sharing Agreement")	October 1, 2008	Amendment to the FY 09-10 Funding Agreement
Attachment 4 Amended & Restated	Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing (Amended and Restated October 1, 2009)	October 1, 2009	Third Amendment to the FY 09-10 Funding Agreement
Attachment 4 Amended & Restated	Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing (Amended and Restated October 1, 2010)	October 1, 2010	FY 11-15 Funding Agreement

	Agreement	Effective Date	Attached to:
Attachment 4 Amended & Restated	Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing (Amended and Restated October 1, 2011)	October 1, 2011	Sixth Amendment to the FY 11-15 Funding Agreement
Attachment 5	Cooperative Agreement for FY 99 Staffing Package Funds for Rural Anchorage Service Unit between the Alaska Native Tribal Health Consortium and Southcentral Foundation	January 1, 1999	FY 99 2nd AFA
Attachment 5-1	Memorandum of Agreement between the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) for Rural Anchorage Service Unit Support	December 6, 2005	Third Amendment to the FY 09-10 Funding Agreement
Attachment 6	Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Purchase of Outpatient Pharmaceuticals	October 1, 2008	Second Amendment to the FY 09-10 Funding Agreement
Attachment 7	Memorandum of Agreement By and Between Southcentral Foundation and Alaska Native Tribal Health Consortium regarding Fireweed Building and Parking Arrangements	February 27, 2003	Third Amendment to the FY 09-10 Funding Agreement
Attachment 7 Amended & Restated	Second Amended and Restated Memorandum of Agreement By and Between Southcentral Foundation and Alaska Native Tribal Health Consortium (referred to as "Parking Lot Agreement")	October 1, 2009	Third Amendment to the FY 09-10 Funding Agreement
Attachment 8	Parking Lot Lease	July 1, 2006	Third Amendment to the FY 09-10 Funding Agreement
Attachment 9	Memorandum of Agreement regarding Software between the Alaska Native Tribal Health Consortium and Southcentral Foundation	September 4, 2002	Third Amendment to the FY 09-10 Funding Agreement

	Agreement	Effective Date	Attached to:
Attachment 10	Memorandum of Understanding re: Project and Cerner Contract	April 29, 2010	FY 11-15 Funding Agreement

The IHS is not a party to these agreements and does not assume any responsibility for enforcement of the same, except to the extent that such enforcement may be required by operation of Section 325 of P.L. 105-83, relevant provisions of the Act or other applicable law or regulation. IHS acknowledges that the "Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing" and amendments thereto were entered into in order to implement the requirements of P.L. 105-83 and the intent of Congress that there be "a written agreement governing distribution of statewide third party reimbursement designed to ensure the continued financial stability of the Alaska Native Medical Center." Wherever in this Funding Agreement references are made to the documents listed in this section, the use of such documents shall be subject to the limitations of this section.

Section 22 — Effective Date and Duration. This Funding Agreement shall become effective on October 1, 2015, and remain in effect through the 2018 Federal Fiscal Year or until a successor agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 11/30/17

Alaska Native Tribal Health Consortium

By: _____
Andy Teuber, Chairman & President

Date: 5/19/17

Appendix A-4

Financial Summary Tribal Shares Funding Agreement, FY 2019

Alaska Native Tribal Health Consortium

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2019

Tribal Share Summary Alaska Native Tribal Health Consortium	FY 2019 Negotiated Amount	ANTHC Restricted	Total Due ANTHC	Initial Lump Sum Payment
Area TS Amount	$387,619	0	$387,619	$387,619
Restricted TS from co-signers to ANTHC	$459,635		$459,635	$459,635
Subtotal Area TS Amount	$847,255	0	$847,255	$847,255
Headquarters TSA Amount	$0	$0	$0	$0
Headquarters Other Program Formula (OEHE)	$485,901	$366,010	$119,891	$119,891
Subtotal Headquarters TS amounts	$485,901	$366,010	$119,891	$119,891
Total Tribal Shares	$1,333,156	$366,010	$967,146	$967,146

Driving Variables Alaska Native Tribal Health Consortium	FY 2019
Population (2010 Census AN/AI population)	0
Tribes (Federally Recognized Tribes)	0
Recurring Base - FY 2013 (less VBC)	$0
Percentage of Total Area TS (of all Alaska Tribes)	2.87862%
Percentage of ATHC (of all Title V Alaska Tribes)	0.00000%
Number of MOA employees	95
Number of IPA employees	63

Individually Restricted Items Alaska Native Tribal Health Consortium	FY 2019
Area Office (Individual Restricted Only)	
Supply Service Center	NO
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Alaska Native Tribal Health Consortium

Line #	FY 2019 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	ANTHC TS (title I &325)	ANTHC Retained	ANTHC Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$342,559		$342,559
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$14,916	$407,539	$422,454
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$5,668		$5,668
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$5,617	*$28,284*	$33,902
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$26,201	$435,823	$462,023
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-(EH	$5,949,472	$244,466		$5,127,476	$577,530	$16,625		$16,625
22	Real Property/Realty (FSA)	$149,944	$92,682		$14,547	$42,715	$1,230	$23,812	$25,042
23	Health Facilities/Main./ Spec. Prc	$1,365,811	$114,204		$1,216,669	$34,938	$1,006		$1,006
24	Subtotal OEHE	$7,465,227	$451,352	$0	$6,358,692	$655,183	$18,860	$23,812	$42,673
25	**TOTAL AREA OFFICE**	$33,899,133	$3,345,814	$1,580,233	$15,507,619	$13,465,468	$387,619	$459,635	$847,255

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.

Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).

Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).

All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space avai

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Alaska Native Tribal Health Consortium

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2019 TSA Pool	Chickaloon Inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ANTHC Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$0	$0	$0
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$0	$0	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$0	$0	$0
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$0	$0	$0
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$0	$0	$0
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$0	$0	$0
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$0	$0	$0
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$0	$0	$0
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$0	$0	$0
	118	Research Projects	x			$1,283,252			143,088	143,088	$0	$0	$0
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$0	$0	$0
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$0	$0	$0
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$0	$0	$0
	123	Physician Residency	x			$277,416			31,093	31,093	$0	$0	$0
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$0	$0	$0
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$0	$0	$0
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$0	$0	$0
	127	Evaluation	x			$1,063,992			119,272	119,272	$0	$0	$0
	128	National Indian Health Board	x			$459,114			51,111	51,111	$0	$0	$0
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$0	$0	$0
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$0	$0	$0
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$0	$0	$0
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$0	$0	$0
	133	Health Records	x			$136,277			12,043	12,043	$0	$0	$0
	134	AIDS Program	x			$422,971			78,823	78,823	$0	$0	$0
	135	Handicapped Children	x			$346,083			40,775	40,775	$0	$0	$0
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$0	$0	$0
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$0	$0	$0
Dental Health													
	201	IHS Dental Program	x			$1,705,120			$203,673	203,673	$0	$0	$0
	202	IHS Dental Program- Program formula		x		$5,269,192					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$0	$0	$0
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$0	$0	$0
	303	National Conference	x			$107,552			$11,990	11,990	$0	$0	$0
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$0	$0	$0
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$0	$0	$0

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Alaska Native Tribal Health Consortium

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2019 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$0	$0	$0
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$0	$0	$0
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$0	$0	$0
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$0	$0	$0
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$0	$0	$0
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$0	$0	$0
	1302	Direct Ops Dental	x			$800,000			$96,936	96,936	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,621,201				$325,101	$325,101	$325,101	$0
	2402	Environmental Health Ser. Support		x		$4,030,650				$197,905	$40,909	$40,909	$0
	2403	Facilities & Property Support		x		$18,605,839				$221,409	$98,302	$0	$98,302
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$21,589	$0	$21,589
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$0	$0	$0
TOTAL PROGRAM FORMULA AMOUNT						$40,532,410				$1,497,560	485,901	$366,010	$119,891
TOTAL HEADQUARTERS TRIBAL SHARE						$129,654,768				$11,577,745	$485,901	$366,010	$119,891

Column 1 - All numbers are based on HQ PFSAs for FY19 Table #4 dated 9/14/18
Column 2 - All numbers are based on HQ PFSAs for FY19 Table #4 dated 9/14/18

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Alaska Native Tribal Health Consortium** **58G990058**

Contract/Compact Period October 1, 2018 through September 30, 2019

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0 028786184		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$72,397,508		$548,351	$0	($23,090,920)	$49,854,939
2	Dental	$1,171,077		$6,030	$0	$0	$1,177,107
3	Mental Health	$299,124		$37,167	$0		$336,291
4	Alcohol & Substance Abuse	$6,126,626		$24,644	$0	$0	$6,151,270
5	Public Health Nursing	$209,782		$3,528	$0	$0	$213,310
6	Health Education	$22,649		$7,230	$0		$29,879
7	Community Health Representa	$87,792		$2,664	$0		$90,456
8	Immunization (AK only)	$1,084,125		$10,021	$0	$0	$1,094,146
9	Direct Operations	$61,280		$123,107	$0		$184,387
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$81,459,963	$0	$762,742	$0	($23,090,920)	$59,131,785
15	Purchased/Referred Care	$22,298,825		$41,840	$0		$22,340,665
16	Operation Cost for Tribal Clinic	$1,166,724					$1,166,724
17	Environmental Health Support	$7,437,761		$16,625		$0	$7,454,386
18	Facilities Support	$8,235,303		$26,048		$0	$8,261,351
19	OEHE Support				$119,891		$119,891
20	Maintenance & Improvement		$1,862,130		$0		$1,862,130
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$778,525				$778,525
24	TOTAL, Facilities	$15,673,064	$2,640,655	$42,673	$119,891	$0	$18,476,283
25	Current year CSC Direct	$11,609,704					$11,609,704
26	Current year CSC Indirect		$20,980,028				$20,980,028
27							
28	Other (*See* Remarks)			$0			$0
29	TOTAL, CSC	$11,609,704	$20,980,028	$0	$0	$0	$32,589,732
30	Quarters					$0	$0
31	Contract Health Services (Prior Year)		$0				$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	$132,208,280	$23,620,683	$847,255	$119,891	($23,090,920)	$133,705,188

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 16 dated 9/30/2018

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustn with Sec. 4 of the FA.

Alaska Native Tribal Health Consortium
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **No**

surcharge **0.285%** **(Yes or No)**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes**

0.285% **(Yes or No)**

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated Costs		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	see Footnotes
H & C						
IPA/MOA Personnel Costs	$22,216,131	$539,949	$63,316	$22,819,396	$1,901,616	$7,606,465
Pharmaceuticals	$81,865,471		$573,058	$82,438,529	$6,869,877	$13,739,755
VBC and Other	$1,744,700		$0	$1,744,700	$0	$1,744,700
SUBTOTAL H & C	$105,826,302	$539,949	$636,374	$107,002,626	$8,771,494	$23,090,920
DENTAL						
IPA/MOA Personnel Costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA Personnel Costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL ENVIRONMENTAL HLT	$0	$0	$0	$0	$0	$0
Withhold Total	**$105,826,302**	**$539,949**	**$636,374**	**$107,002,626**	**$8,771,494**	**$23,090,920**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October adv. payment); for all other costs, 2 montl

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $5,293.74 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix B-7:

Resolution No. 17-05 regarding Delivery of Health Services to Individuals Who Are Not Otherwise Eligible For Services from the Indian Health Service

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
BOARD OF DIRECTORS
Resolution No. 17-05

TITLE: DELIVERY OF HEALTH SERVICES TO INDIVIDUALS WHO ARE NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE

WHEREAS, the Alaska Native Tribal Health Consortium ("ANTHC") is a Tribal Organization established by Alaska tribes and tribal organizations pursuant to Section 325 of Public Law 105-83 ("Section 325"); and

WHEREAS, ANTHC is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Public Law 93-638, as amended ("ISDEAA"); and

WHEREAS, pursuant to Section 325, ISDEAA, the Alaska Tribal Health Compact and the funding agreements with the Department of Health and Human Services and the Indian Health Service (collectively "IHS"), the Snyder Act, the Indian Health Care Improvement Act, and other authorizing legislation, ANTHC co-manages the Alaska Native Medical Center ("ANMC") with Southcentral Foundation, and provides statewide services and other programs, services, functions, and activities ("PSFAs") of the IHS; and

WHEREAS, as authorized by ISDEAA, 25 USC § 5286(e), ANTHC has redesigned, consolidated and reallocated funding for certain PFSAs in the manner it deems to be in the best interest of the health and welfare of the Native communities it serves; and

WHEREAS, Section 813 of the Indian Health Care Improvement Act, as amended ("Section 813"), authorizes the governing body of a Tribal Organization carrying out PSFAs of the IHS under ISDEAA to determine whether health services should be provided under the Tribal Organization's funding agreement with the IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" ("non-beneficiaries"); and

WHEREAS, Section 813 provides that in making such a determination, the governing body of the Tribal Organization "shall take into account" whether the provision of health services to such individuals will result in the denial or diminution of health services to Alaska Natives or American Indians; and

WHEREAS, the Board of Directors has carefully taken into account the consideration identified in Section 813 regarding the denial or diminution of services to Alaska Natives and American Indians and has concluded that no denial or diminution will occur with respect to the services described in this Resolution; and

WHEREAS, ANTHC is a comprehensive provider of health services, including community, environmental and public health services, and field clinics, as well as support services to affiliated organizations and other providers who serve beneficiaries; and

WHEREAS, ANTHC manages a wide array of scarce resources, including specialized health resources and public health infrastructure, and coordinates with other providers and facilities, that may have scarce or specialized resources, to enhance access for beneficiaries and Native communities; and

WHEREAS, ANTHC co-manages ANMC, a comprehensive inpatient and outpatient facility and has a Level II Trauma Center, the highest level Trauma Center in the State, and administers other health facilities and programs; and

WHEREAS, non-beneficiaries are referred or transferred to ANMC or another ANTHC facility or program by other providers and facilities when they cannot provide the necessary services the non-beneficiary requires; and

WHEREAS, notwithstanding the presence of other hospitals and other providers in Alaska, providers refer non-beneficiaries to ANTHC programs, facilities and providers under circumstances where the referring provider has determined that the needs of the non-beneficiary require services provided by ANTHC; and

WHEREAS, when other hospitals, programs, facilities or providers lack the resources to provide necessary services, non-beneficiaries may be routed to ANMC or transferred from the other emergency rooms to the ANMC Emergency Department or another ANTHC facility; and

WHEREAS, ANTHC provides certain highly specialized services that may subject it to the requirements of the Emergency Medical Treatment and Labor Act to accept referrals from hospitals in other states, which could include non-beneficiaries; and

WHEREAS, non-beneficiaries, who are referred to or transferred to ANTHC facilities or providers, or who arrive at ANTHC facilities to alleviate emergency conditions, may require hospitalization or continued services until the course of treatment for the condition is completed; and

WHEREAS, ANTHC provides field clinics and other services at other sites, including at facilities and locations operated by affiliated organizations, including tribes or tribal organizations under an ISDEAA contract or compact or made available to them for the delivery of services and programs, and where the respective tribe or tribal organization has determined that services should be made available to non-beneficiaries; and

WHEREAS, when services that do not require the individual to leave a community (such as laboratory, radiology, telehealth, community health, sanitation, etc.), are provided incident to a service for, or otherwise needed by, a non-beneficiary living in a community served by ANTHC

or affiliated organization, ANTHC may be provide services to the non-beneficiary, including by relying on the same protocols that would have been followed had the individual been a beneficiary, to assure for follow-up and continuity of care and follow-up services; and

WHEREAS, ANTHC providers participate in continuing medical education and other activities to develop or maintain the clinical skills of themselves and other professionals at ANMC, other health facilities, and educational institutions, and in the course of participating in such activities they may provide services to non-beneficiaries; and

WHEREAS, ANTHC trains and supports other training and educational opportunities for current and prospective members of their workforces, including some non-beneficiaries, who may require services during the course of their training or education; and

WHEREAS, to increase beneficiary access to services, ANTHC provides individuals, families and organizations with services and support related to travel, lodging, escorts, care coordination, and logistics that may involve incidental support to non-beneficiaries; and

WHEREAS, non-beneficiaries make up a small percentage of the individuals receiving services from ANTHC, and the ANTHC Board of Directors has determined that providing such services to the extent described in this Resolution will not result in the denial or diminution of services to beneficiaries; and

WHEREAS, ANTHC has established billing and collection procedures to recover costs for the health services provided to non-beneficiaries; and

WHEREAS, ANTHC has entered into agreements to provide for payment for services offered to certain indigent non-beneficiaries as required by Section 813; and

WHEREAS, ANTHC has entered agreements that address collaboration, contributions, resource and cost-sharing, reimbursement, and reciprocal services with providers, facilities and affiliated organizations; and

WHEREAS, ANTHC utilizes non-service health care practitioners and conditions their clinical privileges on their provision of services to eligible individuals; and

WHEREAS, the ANTHC Board of Directors is the governing body of ANTHC; and

WHEREAS, the Board of Directors has determined that the conditions of Section 813 of the Indian Health Care Improvement Act, as amended, are satisfied; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby determines that extending services to non-beneficiaries as provided in this Resolution will not result in denial or diminution of services to beneficiaries and that the conditions of Section 813 of the Indian Health Care Improvement Act are satisfied; and

BE IT FURTHER RESOLVED, that the Board of Directors of ANTHC authorizes the past, current, and continuing practice of extending services to non-beneficiaries, as provided in this Resolution; and

BE IT FURTHER RESOLVED, that the President, CEO, ANMC Administrator and their designees, are authorized and directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries; and

BE IT FURTHER RESOLVED, that the Board of Directors directs the President, CEO and ANMC Administrator to establish and monitor metrics to track the ongoing impact of allowing non-beneficiaries access to ANTHC services, including those provided at ANMC, and report regularly to the Joint Operating Board and to this Board of Directors on the impact and the measures taken to ensure compliance with this Resolution; and

BE IT FURTHER RESOLVED, *that this Resolution supersedes and replaces Resolution No. 15-08 entitled "Delivery of Health Care Services to Individuals Not Otherwise Eligible for Services from the Indian Health Service" dated December 2, 2015; and*

BE IT FURTHER RESOLVED, *that this Resolution shall NOT supersede or replace, and shall supplement other ANTHC resolutions regarding services to non-beneficiaries, which remain in full force and effect.*

CERTIFICATION

Adopted at a duly convened meeting of the Board of Directors of the Alaska Native Tribal Health Consortium at which a quorum was present on June 6, 2017 in Anchorage, Alaska by a vote of 11 in favor, 2 opposed, 0 abstained and 1 absent.

Attested:

Andy Teuber, Chairman & President

Charlene Nollner, Secretary

Appendix B-8:

Resolution No. 17-06 regarding Delivery of Health Services to Non-Beneficiary Workforce Members and Dependents

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
BOARD OF DIRECTORS
Resolution No. 17-06

TITLE: DELIVERY OF HEALTH SERVICES TO NON-BENEFICIARY WORKFORCE MEMBERS AND DEPENDENTS

WHEREAS, the Alaska Native Tribal Health Consortium ("ANTHC") is a Tribal Organization established by Alaska tribes and tribal organizations pursuant to Section 325 of Public Law 105-83 ("Section 325"); and

WHEREAS, ANTHC is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Public Law 93-638, as amended ("ISDEAA"); and

WHEREAS, pursuant to Section 325, ISDEAA, the Alaska Tribal Health Compact, and the funding agreements with the Department of Health and Human Services and Indian Health Service (collectively "IHS"), the Snyder Act, the Indian Health Care Improvement Act, and other authorizing legislation, ANTHC co-manages the Alaska Native Medical Center ("ANMC") with Cook Inlet Regional Incorporated's ("CIRI") designee, Southcentral Foundation ("SCF"), and provides statewide services and other programs, services, functions, and activities ("PSFAs") of the IHS to Alaska Natives, American Indians and other eligible individuals; and

WHEREAS, as authorized by ISDEAA, 25 USC § 5286(e), ANTHC has redesigned, consolidated and reallocated funding for certain PFSAs in the manner it deems to be in the best interest of the health and welfare of the Native communities it serves; and

WHEREAS, ANTHC works closely with the IHS, other Co-Signers of the Compact, and affiliated organizations to carry out the Compact and funding agreements; and

WHEREAS, ANTHC and affiliated organizations employ or otherwise use individuals to carry out the PSFAs for which ANTHC has assumed responsibility under the Alaska Tribal Health Compact and its funding agreements; and

WHEREAS, ANTHC, ANMC, and affiliated organizations train and support other training and educational opportunities for current and prospective members of their workforce ("collectively workforce members"), who may require services during the course of their work, training or education; and

WHEREAS, some members of the workforce are not Alaska Native, American Indian, or otherwise eligible to receive health services at ANTHC and ANMC ("non-beneficiaries"); and

WHEREAS, several hundred non-beneficiary federal civil service employees and commissioned corps officers also work at ANTHC, ANMC, and affiliated organizations pursuant to agreements with the IHS and perform many of the same functions as employees; and

WHEREAS, ANTHC, ANMC, and affiliated organizations provide health services to workforce members and their dependents through commercial health care plans, the Federal Employee Health Benefits plan, and self-insured health care plans, including the Cook Inlet Region, Inc. Health and Welfare Trust; and

WHEREAS, ANTHC, ANMC, and affiliated organizations currently provide health services to non-beneficiary members of the workforce and their dependents at substantial cost; and

WHEREAS, ANTHC could use the revenue and cost savings generated by providing health services to non-beneficiary workforce members and their dependents to enhance services for Alaska Natives and American Indians; and

WHEREAS, allowing non-beneficiary workforce members and their dependents to access ANTHC services, including care provided at ANMC, would also benefit Alaska Natives and American Indians by decreasing lost work time for workforce members who require health services; providing additional opportunities for quality improvement because workforce members will be able to better assess the quality of care from a beneficiary's perspective and become more sensitive to areas in which improvements are needed; and substantially enhance the confidence of Alaska Natives and American Indians in the care they receive by demonstrating that workforce members of ANTHC and affiliated organizations trust in and rely upon the quality of ANTHC and ANMC services; and

WHEREAS, Section 813 of the Indian Health Care Improvement Act, as amended ("Section 813"), authorizes the governing body of a Tribal Organization carrying out PSFAs of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law"; and

WHEREAS, Section 813 provides that in making such a determination, the governing body of the Tribal Organization "shall take into account" whether the provision of health services to such individuals will result in the denial or diminution of health services to Alaska Natives or American Indians; and

WHEREAS, the additional non-beneficiary workforce members and their dependents would make up a small percentage of the patients receiving services at ANTHC and ANMC and would result in a relatively small increase in demand for services; and

WHEREAS, many tribal organizations have adopted resolutions authorizing services for members of their own workforce and dependents, and allowing them to receive ANTHC and ANMC services would promote quality and continuity of their care, while allowing ANTHC, ANMC, and affiliated organizations to achieve efficiencies and avoid creating duplicative processes to manage care and services; and

WHEREAS, the ANTHC Board of Directors is the governing body of ANTHC; and

WHEREAS, the Board of Directors has carefully reviewed the ability of Alaska Natives and American Indians to access ANTHC services, including specialty, emergency, and inpatient services at ANMC, and the impact of ongoing efforts to improve such access; and

WHEREAS, the anticipated increase in demand can be accommodated without resulting in a denial or diminution of services to Alaska Natives or American Indians; and

WHEREAS, after careful consideration, the Board of Directors has determined that providing ANTHC services to non-beneficiary members of the workforce and their dependents as described in this Resolution will not result in the denial or diminution of services to Alaska Natives or American Indians; and

WHEREAS, ANTHC continually monitors several metrics to track access to care; and

WHEREAS, ANTHC has established billing and collection procedures to recover the costs for the health services provided to non-beneficiaries; and

WHEREAS, the Board of Directors has determined that the conditions of Section 813 of the Indian Health Care Improvement Act, as amended, are satisfied for the health services described in this Resolution; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby determines that extending services to non-beneficiaries as provided in this Resolution will not result in denial or diminution of services to beneficiaries and that the conditions of Section 813 of the Indian Health Care Improvement Act are satisfied; and

BE IT FURTHER RESOLVED, that the Board of Directors of ANTHC authorizes the ANTHC and ANMC health services to be provided to non-beneficiary workforce members and dependents of ANTHC, ANMC, and affiliated organizations in accordance with this Resolution; and

BE IT FURTHER RESOLVED, that the President, CEO, ANMC Administrator and their designees are authorized and directed to limit or eliminate access to such health services by non-beneficiary members of the workforce and their dependents should the provision of such services diminish the provision of health services to Alaska Natives or American Indians; and

BE IT FURTHER RESOLVED, that the Board of Directors directs the President, CEO, and ANMC Administrator to establish and monitor metrics to track the ongoing impact of allowing non-beneficiary workforce members and their dependents access to ANTHC and ANMC services and report regularly to the Joint Operating Board and to this Board of Directors on the impact and the measures taken to ensure compliance with this Resolution; and

BE IT FURTHER RESOLVED, *that this Resolution supersedes Resolution 10-13; and*

BE IT FURTHER RESOLVED, *that this supplements other ANTHC resolutions regarding services to non-beneficiaries, which remain in full force and effect.*

CERTIFICATION

Adopted at a duly convened meeting of the Board of Directors of the Alaska Native Tribal Health Consortium at which a quorum was present on June 6, 2017 in Anchorage, Alaska by a vote of 11 in favor, 2 opposed, 0 abstained and 1 absent.

Attested:

Andy Teuber, Chairman & President

Charlene Nollner, Secretary

Appendix B-9:

Resolution No. 17-07 regarding Delivery of Organ and Tissue Harvesting and Blood Donation Services to Individuals Not Otherwise Eligible For Services from the Indian Health Service

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
BOARD OF DIRECTORS
Resolution No. 17-07

TITLE: DELIVERY OF ORGAN AND TISSUE HARVESTING AND BLOOD DONATION SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE

WHEREAS, the Alaska Native Tribal Health Consortium (ANTHC) is a Tribal Organization established by Alaska tribes and tribal organizations pursuant to Section 325 of Public Law 105-83 ("Section 325"); and

WHEREAS, ANTHC is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Public Law 93-638, as amended ("ISDEAA"); and

WHEREAS, pursuant to Section 325, ISDEAA, the Alaska Tribal Health Compact and its funding agreements the Department of Health and Human Services and the Indian Health Service (collectively "IHS"), the Snyder Act, the Indian Health Care Improvement Act, and other authorizing legislation, ANTHC co-manages the Alaska Native Medical Center ("ANMC") with Southcentral Foundation and provides statewide services and other programs, services, functions, and activities ("PSFAs") of the IHS; and

WHEREAS, as authorized by ISDEAA, 25 USC § 5286(e), ANTHC has redesigned, consolidated and reallocated funding for certain PFSAs in the manner it deems to be in the best interest of the health and welfare of the Native communities it serves; and

WHEREAS, Section 813 of the Indian Health Care Improvement Act, as amended ("Section 813"), authorizes the governing body of a Tribal Organization carrying out PSFAs of the IHS under ISDEAA to determine whether health services should be provided under the Tribal Organization's funding agreement with the IHS "to individuals who are not eligible for such health services under any other subsection or under any other provision of law" ("non-beneficiaries"); and

WHEREAS, Section 813 provides that in making such a determination, the governing body of the Tribal Organization shall "take into account" whether the provision of health services to such individuals will result in the denial or diminution of health services to Alaska Natives or American Indians; and

WHEREAS, the Board of Directors has carefully taken into account the considerations identified in Section 813 regarding the denial or diminution of services to Alaska Natives and American Indians and has concluded that no denial or diminution will occur with respect to the services described in this Resolution; and

WHEREAS, ANTHC conducts organ and tissue harvesting, principally in cooperation with and as a participant in LifeCenter Northwest, the designated regional organ procurement agency and a member of the Organ Procurement and Transplantation Network, which maintains a national waiting list; and

WHEREAS, ANTHC cooperates with and provides a site for blood donations conducted by the Blood Bank of Alaska, and at the request of patients may collect cord blood at the time of delivery; and

WHEREAS, the organs, tissue and blood procured by ANTHC are protected and distributed under nationally accepted guidelines by state and regional programs and may be provided to a non-beneficiaries; and

WHEREAS, minorities overall have a particularly high need for organ transplants because some diseases of the kidney, heart, lung, pancreas, and liver are found more frequently in racial and ethnic minority populations than in the general population, including, for example, Native Americans who are four times more likely than Whites to suffer from diabetes; and

WHEREAS, some of the conditions that can result in organ failure are best treated through transplantation and others can only be treated by this life-saving procedure in which similar blood type is essential in matching donors to recipient; and

WHEREAS, because certain blood types are more common in ethnic minority populations, increasing the number of minority donors can increase the frequency of minority transplants; and

WHEREAS, ANTHC's participation in blood donation and organ and tissue harvesting is essential to improving the likelihood of Alaska Natives and American Indians having an opportunity to obtain transplants and blood products; and

WHEREAS, the Board of Directors has determined that the requirements of Section 813 of the Indian Health Care Improvement Act, as amended, are satisfied with regard to the additional services to non-beneficiaries described in this Resolution; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby determines that extending services to non-beneficiaries as provided in this Resolution will not result in denial or diminution of services to beneficiaries and that the conditions of Section 813 of the Indian Health Care Improvement Act are satisfied; and

BE IT FURTHER RESOLVED, that the Board of Directors of ANTHC authorizes the past, current, and continuing practice of extending health services to non-beneficiaries, as provided in this Resolution; and

BE IT FURTHER RESOLVED, that the President, CEO, ANMC Administrator, and their designees, are authorized and directed to limit or eliminate access to the health services by non-beneficiaries described in this Resolution should provision of such services diminish the provision of health services to beneficiaries; and

BE IT FURTHER RESOLVED, *that this Resolution supersedes and replaces Resolution 10-18; and*

BE IT FURTHER RESOLVED, *that this Resolution shall NOT supersede or replace, and shall supplement and be implemented in conjunction with other ANTHC resolutions, which shall remain in full force and effect.*

CERTIFICATION

Adopted at a duly convened meeting of the Board of Directors of the Alaska Native Tribal Health Consortium at which a quorum was present on June 6, 2017 in Anchorage, Alaska by a vote of 11 in favor, 2 opposed, 0 abstained and 1 absent.

Attested:

Andy Teuber, Chairman & President

Charlene Nollner, Secretary

Appendix C-4:

The Continuing Services of the Indian Health Service, Alaska Area Native Health Service to the Alaska Native Tribal Health Consortium For FY 2020

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO ALASKA NATIVE TRIBAL HEALTH CONSORTIUM FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Alaska Native Tribal Health Consortium under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Alaska Native Tribal Health Consortium's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Alaska Native Tribal Health Consortium to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Alaska Native Tribal Health Consortium or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. [1]		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

[1] The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT[2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Personal, Property, and FOIA Coordination	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

[2] Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

[3] The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

[4] During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

[5] Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: _____

Alaska Native Tribal Health Consortium

By: _____
Valerie Davidson, President

Date: 4/26/2021

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Alaska Native Tribal Health Consortium

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Alaska Native Tribal Health Consortium (hereinafter "ANTHC") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), ANTHC has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by ANTHC on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to ANTHC shall be determined under section 2 below. ANTHC's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. ANTHC may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, ANTHC may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by ANTHC.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to ANTHC.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services ANTHC proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent ANTHC from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by ANTHC and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by ANTHC.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to ANTHC under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing services to ANTHC.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of ANTHC. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by ANTHC and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. ANTHC assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by ANTHC shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of ANTHC.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by ANTHC under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The ANTHC is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of

employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. ANTHC agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs

associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged ANTHC for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to ANTHC of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by ANTHC authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services ANTHC proposes to purchase from the IHS. In such case, no monthly payments are due from ANTHC. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to ANTHC and adjustments in the amount of withhold or payments needed to pay for all services ANTHC has purchased, or proposes to purchase, will be made to the IHS by ANTHC. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount ANTHC hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold

under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount ANTHC hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to ANTHC of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from ANTHC for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to ANTHC due to Congress authorizing continuing resolutions or other delays in making lump sum payments to ANTHC.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to ANTHC within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and ANTHC will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to ANTHC, any over recovery by the IHS must be returned to ANTHC and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by ANTHC.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from ANTHC.

3.4 Use of Other Funds Due ANTHC to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to ANTHC, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of ANTHC's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to ANTHC under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by ANTHC under this Agreement in a manner agreeable to ANTHC and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, ANTHC may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. ANTHC shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

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United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 1/30/09

Alaska Native Tribal Health Consortium on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Lincoln A. Bean, Sr., President/Chairman

Date: 8.29.08

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
FUNDING AGREEMENT – APPENDIX E
TRIBAL FACILITIES AND LOCATIONS
Effective as of October 1, 2022

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where ANTHC owns, leases, occupies, or otherwise uses real or personal property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

A. Alaska Native Health Campus and supporting facilities, including but not limited to:
   1. Alaska Native Medical Center (ANMC)
   2. Consortium Office Building
   3. Inuit Building
   4. CDC Building
   5. Mount Marathon Building
   6. Quyana House, ANMC Patient Housing, and Spring Hill Suites Anchorage University Lake
   7. Healthy Communities Building
   8. University Lake Medical Center
   9. Diplomacy Building
   10. ANMC North Parking Garage
   11. Alaska Pacific Medical Building
   12. ANTHC Education and Development Center
   13. Alaska Pacific University:
      a) Atwood Center
      b) Carr Gottstein Academic Center
      c) Gould Hall
      d) Grant Hall
      e) Moseley Sports Center
      f) Segelhorst Hall
      g) Consortium Library
   14. Dr. Katherine and Dr. Kevin Gottlieb Building

B. Other Clinical, Administrative, Program, Partner, Project and Field Offices and Locations, including but not limited to:
   1. DEHE, Program, Project and Field Offices
   2. ACES Offices
   3. Tribal, federal, regional, or local community-based education, child care, or public health facilities
   4. Information Technology and Telehealth Locations
   5. Patient and workforce housing, bunkhouses and other temporary housing
   6. Patient Travel Office

C. Shops, Yards, Staging Areas, Warehouses, and Storage, Supply and Parking Facilities and Locations, including but not limited to:
   1. Mechanical Yards
   2. Electrical Shops
   3. Construction Yards
   4. Construction and Expansion Sites for Public Health Facilities and Related Infrastructure
   5. Regional Supply Service Center
   6. Utility Support Center

D. Education, Training and Public Outreach Facilities and Locations, including but not limited to:
   1. DEHE training locations
   2. Health Professions Training and Recruiting Locations
   3. Dental Health Aide (DHA) Training Sites
   4. Ted Stevens International Airport Kiosk
   5. Health Fairs

Alaska Native Tribal Health Consortium
FY 2007 Funding Agreement

APPENDIX G
Alaska Area Native Health Service/
Alaska Native Tribal Health Consortium

FY 2007 Transitional Staffing Plan

This plan describes the agreement between the Alaska Area Native Health Service (AANHS) and the Alaska Native Tribal Health Consortium (ANTHC) relating to transfer of transitional Federal employees to ANTHC for the period between October 1, 2006 and September 30, 2007.

I. OFFICE OF THE DIRECTOR

Equal Employment Opportunity (EEO) Manager (Position #A51E01):

The functions of the EEO manager will be purchased through a shared agreement with other Area offices. Forty thousand eight hundred ninety-five dollars ($40,895) will be left with AANHS for this purpose. It is intended that this funding will remain with IHS until remaining federal positions are transferred to direct hire.

II. OFFICE OF ENVIRONMENTAL HEALTH AND ENGINEERING

The one transitional position (Position #(OEH012) in this office will transfer to ANTHC if ANTHC elects to perform NEPA approvals as authorized under Title V and when the non-Indian Health Service (IHS) sanitation facility project funding can be received and managed directly by ANTHC.

III. OFFICE OF FINANCIAL MANAGEMENT

The Financial Management Specialist position (Position #19B22) will remain with Area Office to process and electronically communicate payroll and related transactional data for all Co-Signers and other tribal contractors with IPA and MOA assignees. Title I duties, formerly associated with Position #A19B09 have been transferred to this position.

IV. OFFICE OF HUMAN RESOURCES

AANHS has previously determined a ratio of 1 human resources position per 100 Federal employees in the Alaska Area. AANHS will meet with ANTHC and SCF representatives to address workload and staffing as vacancies occur prior to filling any vacancies.

V. OFFICE OF TRIBAL PROGRAMS

ANTHC and AANHS are in agreement that all five positions should remain with AANHS through FY2007.

This Transition Staffing Plan will be jointly reviewed and revised, as necessary, during the month of March, 2007.

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Indian Health Service
Alaska Area Native Health Service

By: _____
Director

Date: 1/30/09

Alaska Native Tribal Health Consortium

By: Lincoln A. Bean Sr
Lincoln A. Bean, Sr. President/Chairman

Date: 8.29.08

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM (ANTHC)
Assurances Regarding Services from the Alaska Native Medical Center (ANMC)
(Amended and Restated October 1, 2000 and October 1, 2008)

GENERAL ASSURANCES

The following general assurances are predicated on the existence of a functioning Joint Operating Board. In the event that shared governance through the Joint Operating Board is disbanded or significantly changed, the general assurances will be re-negotiated.

For the purposes of these assurances, the Anchorage Native Primary Care Center (ANPCC) and the Alaska Native Medical Center Hospital will be referred to as the "ANMC campus."

For the purpose of these assurances, the "level of service as of October 1, 1997" shall mean the menu of services budgeted by the ANMC as of 10/1/97. SCF and the ANTHC will develop and use a reference for determining the menu of services provided at and through the ANMC Campus. The level of service is further defined as the ease of access, availability, and mix of services as of October 1, 1997.

A. Consultation:

The ANTHC will developed and maintain a formal process for consultation with the following groups and organizations:

- Individual Tribes;
- Tribal healthcare provider organization statewide, including those within the Anchorage Service Unit (ASU), urban and rural;
- Individual and general patient population;
- Federal health care partners;
- Non-Federal healthcare partners, including, but not limited to, Providence and Alaska Regional hospitals;
- State of Alaska;
- Indian Health Service;
- Medical Staff.

This formal consultation process will be designed to support equitable peer participation in the coordination of services and the allocation of resources. The process should provide for identification and resolution of shared issues and concerns through strategic initiatives. IHS consultation process should provide for regular and routine interaction between the various organizations identified above with mechanisms for feedback on processes and consequences.

The ANTHC will complete design and implementation of its consultation process by the sixth month of the first contract period of its Phase II contract.

B. Planning:

The ANTHC will develop and maintain with the Southcentral Foundation a planning process for shared activities which provides for strategic and operational consideration of consultation and changes in the Tribal and other healthcare environments, and for developing shared program and service priorities. This process should provide for routine activities in the following areas:

- Strategic planning;
- Operations planning;
- Continuing process improvement of shared and/or articulating service delivery and management systems;
  - Interagency planning, including but not limited to working with:
  - ANTHC and SCF member organizations;
  - Alaska Native Health Board;
  - Tribal health organizations;
  - External agencies;
  - Indian Health Service;
- Planning with and for Tribes;
- Financial planning for the ANTHC and ANMC.

This process should promote open dialog toward sharing internal organization-specific considerations for future direction. Process activities should reduce duplication of services. The planning process should be designed to maximize the overall quality and quantity of service provided in and through the statewide health care delivery network for American Indians and Alaska Natives. At the same time it should support coordination of member service delivery systems. This planning process should minimize internal competition while maximizing the ANTHC and SCF competitive position in the healthcare marketplace.

C. Flexibility for Change:

In consideration of shared processes for ongoing consultation and planning and the products they produce, the ANTHC will develop, maintain and participate in a process for change management which empowers Tribes, Tribal health organizations, and individual customers such that they are active participants in their healthcare delivery systems.

The ANTHC will manage and integrate organizational change, so as to appropriately adjust to changing mission requirements, identified and expressed customer needs, and new information. ANTHC will develop and maintain the capacity to work with various members of the Alaska Health Care delivery system to address issues, concerns and needs beyond the limits of existing scopes of work and formal agreements. Where appropriate, ANTHC agrees to negotiate organizational and financial individual and shared adjustments to support change as a shared reality. ANTHC will consider, as environmental situations dictate, appropriate reallocation of resources within the scope of existing budgets and budget modifications where changes are required.

When the ANTHC determines that they wish to terminate purchase agreements with the SCF, notice shall be provided no later than April 1 of the fiscal year at the end of which termination is planned, unless an agreeable alternative date is mutually agreed on.

D. Services:

The ANTHC agrees to the General Objectives and Assurances as set forth in the Phase One contract with the modifications and amendments provided for herein. The ANTHC has modified, and will continue to modify as necessary, General Objectives and Assurances, to reflect emerging agreements between the ANTHC, SCF, and rural ASU entities.

Specific services to be provided to any specific beneficiary population by either party will be defined in a purchase agreement between ANTHC and SCF. Such services will be provided in such amounts and at such time as stipulated in the purchase agreement.

The ANTHC agrees that concerned Tribes and Tribal health organizations may require specific services not reflected in any purchase agreement between the ANTHC and SCF. Such requests will be formally considered in the ongoing planning and resource allocation processes shared by the aforementioned parties.

The ANTHC agrees and commits to consider adjusting service types, amounts and frequency as resources allow and as necessary, based upon shared acknowledgment of changes to mission requirements as well as identified and expressed changes in beneficiary needs.

E. Integration and coordination:

The ANTHC shall maintain an integrated and coordinated approach among all Tribal entities providing health care to Alaska Natives and American Indians on the Alaska Native Medical Center Campus while assuring the current level and scope of services to all Alaska Natives and American Indians currently receiving care from ANMC. This shall be done in recognition of the roles and responsibilities of each of the Tribal entities providing care to the Native population.

F. Level and scope of service:

The ANTHC shall provide and maintain the October 1, 1997 level and scope of services to all IHS beneficiaries. The "level of service as of 10/1/97" shall mean the menu of services budgeted by the ANMC as of 10/1/97, except to the extent the resources and responsibility for such services are transferred to SCF under the authority of Section 325(d) of P.L. 105-83 or otherwise under contract or compact.

G. General training:

The ANTHC shall provide continuing education and general training to all ANTHC staff as appropriate on the policies and procedures of the organization, P.L. 93-638 law and regulations, JCAHO and other administrative and governmental requirements necessary for operation.

H. Continuous quality improvement:

The ANTHC shall support a continuous quality improvement process (CQI) at the Alaska Native Medical Center that supports JCAHO requirements and provides for full ANTHC Board involvement in quality improvement.

I. Fiscal stability:

The ANTHC shall provide for a stable fiscal environment by insuring: accurate and timely accounting and fiscal reporting; adequate cash flow to the organization; and collection of all fees from third parties for all services provided in the hospital when a third party exists which has liability for care.

J. Service to Beneficiaries:

All directly provided services of the ANMC to be provided by the ANTHC under this proposal will be provided to all eligible IHS beneficiaries within Alaska without direct charge to the beneficiary or regard to place of residence.

K. Contract health:

Consistent with the current IHS eligibility and contract health service regulations, the ANTHC will provide contract health services under IHS contract to all Alaska Natives and American Indians residing in the ANMC contract health service delivery area (i.e., the state of Alaska), except to the extent that another Tribe or Tribal organization has assumed responsibility for the contract health services for the geographic area within Alaska served by that Tribe or Tribal organization.

L. Maintenance of PFSAs:

To ensure continuity and stability, the ANTHC will not eliminate any of the PFSAs of the Alaska Native Medical Center, the Office of Environmental Health and Engineering and the Area Office during the first three years of operations, without a vote of the ANTHC Board of Directors, except when redesign or elimination of PFSAs is required due to reductions in ATHC tribal restricted shares and Co-signer restricted shares supporting these PFSAs, decreases in funding, or to redesign as required by other Tribal entities contracting for all portions of these PFSAs.

M. Continuing Services Agreements:

Subject to revisions negotiated between the ATHC and the IHS, the ANTHC will continue to honor the requirements of the Continuing Services Agreement and provide all the non-residual Level 1 services defined in the ATHC Continuing Service Agreement to all Tribes and Tribal health programs in Alaska.

N. Individualized services:

The ANTHC will also strive to maintain the capacity to provide individualized services to Co-signers(s) based on annual negotiation of Co-signer restricted shares. These agreements will include specific levels of service delivery and costs as indicated in each Co-signer's AFA and in IHS document. If, for any reasons permitted under IHS proposal, the ANTHC is unable to perform a PFSA for which a Tribe or Tribal organization individually restricted shares, notice will be provided promptly to the Co-signer, and the unexpended funds will be provided to the Co-signer by the ANTHC. The amount of funds to be provided to the Co-signer shall be determined in accordance with the ATHC Tribal shares distribution methodology in effect at the time the ANTHC discontinues providing the PFSA to the Tribe or Tribal organization.

O. Responsibility for PFSAs:

The ANTHC will assume responsibilities for PFSAs supported by "ATHC Tribal restricted shares" to the extent that the shares are placed in the ANTHC to fund the responsibilities. These "ATHC Tribal restricted shares" were reserved to support ANMC PFSAs and to provide statewide services. They will be negotiated in the ANTHC contract on an annual basis to allow continuing discussions at the ATHC on restricting these shares. Many of the PFSAs include such sensitive issues as CHAP training, the ANHB cooperative agreement, and other direct support to regions. It is the intent of the ANTHC for the decisions on these types of funding to remain at the ATHC level.

P. Existing agreements:

The ANTHC will strive to honor existing agreements of the Hospital and Area Office with other external agencies which pertain to the PFSAs to be contracted by the ANTHC, provided, however, that IHS will review these agreements and incorporate them into the

ANTHC's AFA. These include the Center for Disease Control, the Federal partnership, and other training programs for the initial year of the contract. This does not include any collective bargaining agreement between the Federal government and any bargaining unit.

Q. Provision of PFSAs:

The ANTHC will strive to provide all PFSAs currently provided to the greater Anchorage metropolitan area and to the rural Anchorage Service Unit (except to the extent the resources and responsibility for such services are transferred to SCF under the authority of Section 325(d) of P.L. 105-83 or otherwise under contract or compact) Villages and Tribal health organizations at October 1, 1997 levels or higher. Detailed specification of service level and evaluation procedures are provided in IHS proposal. When the ANTHC is not able to provide October 1, 1997 levels of service, due to funding variations or other reasons beyond its control it will provide explanation to the affected Village or region in writing.

R. Federal supply and services:

The ANTHC, utilizing the authorities under P.L. 93-638, will continue to make available federal sources of supply and services for the initial year of operation under the ANTHC to ensure existing supplier relationships are assured and necessary services are obtained to support the operation of ANMC and the projects of the Offices of OEHE.

S. Credentials:

All medical staff employed by the ANTHC shall meet the credentials requirements of the Credentials Committee of the Alaska Native Medical Center, and all requirements shall continue to be consistent with Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) standards and standards consistently applied throughout the United States.

T. JCAHO accreditation participation:

All staff on the ANMC Campus, including those employed by ANTHC, shall participate in and provide support for ongoing JCAHO accreditation.

U. Case management:

The ANTHC and SCF staff shall provide case management, consultation and quality assurance for patients referred to and from ANMC at or above 10/1/97 levels. The responsibility for doing so shall reside where the most appropriate expertise is available.

V. Triage and acute care:

The ANTHC programs in the Alaska Native Medical Center shall provide triage and care for acutely ill patients without regard to their place of residence.

W. Pediatric services:

Pediatric services provided at the outpatients children's clinic, the pediatric inpatient ward, pediatric specialty services, and pediatric services provided to regional hospitals will be under the program direction of Southcentral Foundation's Pediatric Medical Director. The pediatricians employed by both SCF and ANTHC will be under the clinical supervision of the Pediatric Medical Director engaged through SCF. The

Pediatric Medical Director's responsibility will include directing quality improvement activities of the inpatient services, directing program development in inpatient and specialty pediatric services, and clinical supervision and oversight of the inpatient pediatric nursing program. IHS Medical Director position will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues. Pediatric service issues that cannot be resolved at the level of the Pediatric Medical Director will be settled by the ANMC Medical Administrator and SCF VP of Medical Services.

X. Psychiatric services:

Psychiatric services provided at the outpatient psychiatric clinic, on the inpatient wards, psychiatric specialty services, psychiatric services provided in field clinics, and psychiatric services provided by ANMC to regional hospitals will be under the program direction of SCF's Psychiatry Services Director. IHS Medical Director position will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues. IHS Psychiatry Services Director will also function as the Chief of Staff for the psychiatrists and psychologists employed throughout the ANPCC or ANMC by SCF or the ANTHC. The Psychiatry Director's responsibility will include directing quality improvement activities of the inpatient services and directing program development in inpatient and specialty psychiatric services.

Y. Family medicine:

Family medicine services provided at the outpatient family medicine clinics, on the inpatient ward, specialty services, family medicine services provided in field clinics, and family medicine services provided by ANMC to regional hospitals will be under the program direction of SCF's Family Medicine Services Director. IHS Medical Director position will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues. The Family Services Director's responsibility will include directing quality improvement activities of the inpatient services and directing program development in inpatient and specialty services.

Z. Collaborative physicians:

Medical staff of the ANTHC shall provide collaborating physicians for licensed approved mid-level practitioners employed at the ANMC campus and Tribal Health care providers as appropriate.

AA. Women's Health:

Women's services provided at the women's/children's clinic, the inpatient wards, OB/GYN specialty services, and OB/GYN services provided to regional hospitals will be under the program direction of Southcentral Foundation Women's Health Services Medical Director. IHS Medical Director will also function as the Chief of the Staff for the OB/GYNs engaged through SCF or ANTHC. IHS Medical Director's responsibility will include directing quality improvement activities of the inpatient services, directing program development in inpatient and specialty women's services, and clinical supervision and oversight of the inpatient OB/GYN nursing program. IHS Medical Director position will be filled by Southcentral Foundation with input from the ANTHC and will be supervised by Southcentral Foundation with input from the ANTHC in regard to inpatient issues. Women's health service issues that cannot be resolved at the level of the Women's Health Services Medical Director will be settled by the ANMC Medical Administrator and SCF VP of Medical Services.

AB. Contract Health Funding:

The ANTHC assures that no Contract Health Service funds that are in the Alaska Native Medical Center budget and under control of the ANTHC will be removed from providing direct medical services, care, and support to the hospital and the patients thereof unless previously obligated through compact agreements. The ANTHC further assures that Southcentral Foundation will have representation on the board or body that sets policy for the use of Contract Health Services funds that is proportional to the amount of Contract Health Services funds expended on beneficiaries of SCF service area.

AC. Access to services:

The ANTHC assures that the level of service available to the urban IHS beneficiary population (including the Mat-Su Valley) in all departments, all areas of the hospital, and all outpatient and community services will remain at or above the level existing on October 1, 1997, except where those services have been contracted to SCF, and where mutually agreed upon by the parties.

AD. Recognition:

The ANTHC assures:

a. that the same or higher percentage of overall budget for the ANTHC managed services be focused on services provided in SCF service area as on 10/1/97, unless agreed upon in writing by SCF;
b. that the ANTHC will continue to recognize that the Alaska Native Medical Center is the only hospital for the urban and rural Anchorage Service Unit and will continue to organize its services with that priority in mind;
c. that Southcentral Foundation be recognized by the ANTHC as the official representative for the urban Anchorage Native population on issues of health and health related services-in working with the ANTHC, the city, the State, the Federal Government, Indian Health Service, and others;
d. that the ANTHC supports SCF as the advocate for Native health issues in areas related to primary care, community health, and public health for the IHS beneficiaries served by SCF in the Anchorage, Mat-Su area;
e. that the ANTHC assures first option to SCF to employ additional medical providers with ANTHC funds in areas in which SCF has the majority share providers. For example, if ANTHC wishes to expand hospital pediatric services with ANTHC funds, then the ANTHC will first offer to purchase the service from SCF rather than creating another pediatric physician group.

AE. Obligation of funds:

ANTHC agrees not to obligate any of Southcentral Foundations's funds without SCF's prior approval.

AF. Campus staff management:

ANTHC assures that campus management groups shall adequately reflect the dual ownership of the campus.

AG. Senior management meetings:

ANTHC assures that senior ANTHC hospital management shall meet formally with SCF Campus management at least weekly to address issues of mutual concern, unless otherwise mutually agreed to. Decision making within these groups shall be by consensus to the extent possible.

AH. Competition:

The ANTHC assures that it will not directly compete or duplicate with SCF in areas of SCF activity, except where mutually agreed.

AI. Research:

The ANTHC assures that research projects involving the local population (i.e., Anchorage and Mat-Su Valley) shall be presented to SCF and the affected Tribes/Tribal Organizations for review and approval before being allowed to proceed. It further assures that the Institutional Review Board will retain its authority and responsibility regarding the review and approval of all research projects involving the ANMC and/or ANPCC. The ANTHC assures that SCF shall have a minimum of two seats on the ANTHC Institutional Review Board.

The ANTHC assures that, on request, the ANTHC Institutional Review Board will evaluate study proposals for scientific merits, safety and ethical nature, and report their findings to the requesting Tribal Health Organization.

The ANTHC assures that SCF shall own the products of the research to the extent it is possible and/or appropriate to do so.

AJ. Training:

All medical staff from the ANTHC shall continue to provide appropriate clinical training opportunities for mid-level practitioners, Community Health Aides, nursing students, medical students, resident physicians in training, and other health related professions at ANPCC and ANMC.

AK. Space:

ANTHC agrees that decisions regarding the reallocation of space within the ANMC main hospital building will be mutually resolved by the ANMC administrator, and SCF VP of Medical Services.

Unresolved disputes regarding these decisions will be referred to the Joint Operating Board for resolution.

AL. Dispute resolution:

The ANTHC shall continue to negotiate with SCF on the development of a satisfactory mechanism for resolving disputes related to the quantity and quality of services delivered.

SPECIFIC SERVICE ASSURANCES:

A. For each of the following programs, ANTHC assures that it will maintain service at a level no less than that available on October 1, 1997, and further assures that it will maintain staff with qualifications equal to or better than those held by staff of IHS program on October 1, 1997:

a. Dental;
b. Internal Medicine;
c. Diabetes;
d. Health Education;
e. Clinical Dietetics;
f. Rural Safety and Environment;
g. Hospital Safety and Environment;
h. Emergency Services;
I. Physical Therapy;
j. Pharmacy;
k. Laboratory;
l. Pathology;
m. Radiology;
n. Bio-Medical;
o. Medical Records;
p. Business Office;
q. Quality Resources;
r. Infection Control;
s. Employee Health;
t. Telecommunications; and
u. Information Systems.

B. For each of the following programs and services, ANTHC assures it will maintain or increase hours of operation, compared to October 1, 1997:

a. Clinical Dietetics;
b. Physical Therapy;
c. Pharmacy;
d. Laboratory;
e. Pathology; and
f. Medical Records.

C. Specific service assurances including the following:

1. Dental:

The ANTHC will obtain specialty care dental services, both inpatient and outpatient, from SCF through a purchase agreement. Specialty dental care (priorities 4-6) will be purchased from SCF, in accordance with the General Assurances.

ANTHC assures it will purchase any expanded dental services from Southcentral Foundation unless Southcentral Foundation agrees to a different arrangement.

2. Internal Medicine:

Internal Medicine services will be provided in accordance with the General Assurances on a statewide basis through a Hospitalist model, and will be supported jointly by the ANTHC/SCF, with SCF buying back the service component for a minimum of five years. Cancellation of the agreement, based on failure/dissatisfaction with the Hospitalist model that was agreed upon by both parties, will require a minimum of twelve months, and will require reconsideration of the allocations to SCF and the ANTHC as stipulated in the Purchase Agreement. Internal Medical Service will be responsible for Anchorage and rural ASU outpatient consultations, as well as for non-ASU consultations. The Chief of Medicine is appointed by the ANTHC with input from SCF and is responsible for directing quality improvement activities of the service, and directing program development in the inpatient and specialty internal medicine services with input from SCF.

ANTHC assures that all adult medical patients will continue to be admissible to the Internal Medicine inpatient service.

ANTHC assures that all adult medical patients will have access to Internal Medicine clinics for consultation, and all adult patients outside of the Anchorage Service Unit will have access for any outpatient internal medicine service need.

ANTHC assures that the following services will continue to be provided at the October 1, 1997 level: HIV/AIDS, infectious disease, neurology, hepatitis, diabetes, chronic debilitating arthritis, cardiology, oncology, and pulmonology.

ANTHC assures that primary care providers will have full referral access to all specialists.

ANTHC assures that at least monthly meetings with Southcentral Foundation Medical Services management will occur to ensure coordination of services unless otherwise negotiated.

ANTHC assures that it will maintain staff with qualifications equal to or better than those held by staff of IHS program on October 1, 1997, while participating with SCF in the ongoing determination of the most appropriate provider mix.

3. Social Services:

Social Service Program services will be provided in accordance with the General Assurances, with SCF and the ANTHC each managing 50% of the overall service.

4. Dietetics:

Inpatient dietetic services will remain the responsibility of the ANTHC, and provided in accordance with the General Assurances.

5. Supplies:

ANTHC assures that Southcentral Foundation programs and services shall have the same access to supplies as other medical campus programs unless otherwise negotiated. The ANTHC and SCF will conduct an annual experience based review of supply consumption and address identified issues to mutual satisfaction.

6. **Emergency Services:**

ANTHC assures that it will provide staff at a level adequate to meet the demand for services as of October 1, 1997.

ANTHC assures that it will maintain provider coverage at a level equal to or higher than that available on October 1, 1997.

ANTHC assures that it will provide support to the staff SCF has in the Emergency Department of ANMC at a level equal to or higher than that available on October 1, 1997.

7. **Family Practice Residency Program:**

The ANTHC will continue to support the Alaska Family Practice Residency Program through the provisions of Specialty training opportunities to Residents from the Program.

8. **Physical Therapy:**

ANTHC assures that it will accept all Physical Therapy referrals from Southcentral Foundation providers.

ANTHC assures that it will provide staff at a level adequate to meet the demand for services as of October 1, 1997.

ANTHC assures that it will be provide supervision and support for the Southcentral Foundation Physical Therapist located a the Anchorage Native Primary Care Center.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

9. **Outpatient Pharmacy:**

Outpatient pharmacy services will be provided by the ANTHC in accordance with the General Assurances, and in addition will support all rural ASU programs requiring outpatient pharmacy services.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center Pharmacy and the rural Anchorage Service Unit Pharmacy.

ANTHC assures that it will fill prescriptions for IHS beneficiaries seen at Southcentral Foundation satellite clinics, including but not limited to the Mat-Su Valley, Mountain View, and Fireweed Lane.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

All Pharmacists employed by the ANTHC and SCF providing services within the hospital and ANPCC shall have a valid Pharmacy license.

Pharmaceuticals

ANTHC assures that Southcentral Foundation providers and the patients whom they see shall have the same rights and privileges with regard to prescribing and accessing medications as other (non-Southcentral Foundation) ANMC hospital providers and the patients whom they see.

ANTHC assures that Southcentral Foundation shall have appropriate representation on the Pharmaceuticals and Therapeutics Committee, and any other policy-setting committee with regard to pharmaceuticals.

ANTHC assures that any off-site locations owned or contracted by Southcentral Foundation shall have the same access to pharmaceutical prescribing and provision as any on-campus services. For any additional new locations (not including an existing program that moves to a new location) established by SCF after May 1, 2000, SCF will, at its option, either pay to ANTHC a negotiated discounted cost for all pharmaceuticals directly provided by ANTHC or will include any revenue generated from the direct provision of pharmaceuticals as "generated revenue subject to revenue-sharing" to be distributed between ANTHC and SCF in accordance with the "MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND THE SOUTHCENTRAL FOUNDATION REGARDING REVENUE SHARING (Amended and Restated October 1, 2008)" as it may be further amended. Volume increases exceeding 10% above the October 1, 2000 level at off-site SCF locations or programs existing as of May 1, 2000, except for the Mat-Su Valley, may also be negotiated pursuant to the preceding sentence.

ANTHC and Southcentral Foundation agree that the ultimate responsibility for certification and licensing of pharmacies lies with the ANTHC unless otherwise negotiated.

ANTHC assures that any development of off-site pharmacy dispensing or processing locations in the Anchorage or the Mat-Su Valley area will involve coordination with Southcentral Foundation.

There will be one formulary which will be adhered to by all providers with prescribing authority at the ANPCC, ANMC, or field clinics.

10. Lab/pathology/radiology:

Lab/pathology/radiology services will be proved by the ANTHC in accordance with the General Assurances. Funding and responsibility for providing for supplies maintenance, and equipment to support these service components will remain with the ANTHC.

All Clinical Laboratory Scientists employed by the ANTHC providing services within the hospital and ANPCC shall have a valid certification with the American Society of Clinical Pathologists, the National Certification Agency for Clinical Laboratory Scientists, or an equivalent organization.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center laboratory.

ANTHC assures that it will perform tests for IHS beneficiaries seen at Southcentral Foundation satellite clinics including but not limited to the Mat-Su Valley, Mountain View and Fireweed Lane. For any additional new locations (not including any existing program that moves to a new location) established by

SCF after May 1, 2000, in the event SCF chooses to perform lab tests at the new location, SCF will, at its option, either pay to ANTHC a negotiated discounted cost for all lab supplies provided by ANTHC or will include any revenue generated from the provision of such lab supplies as "generated revenue subject to revenue-sharing: to be distributed between ANTHC and SCF in accordance with the "MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND SOUTHCENTRAL FOUNDATION REGARDING REVENUE SHARING (Amended and Restated October 1, 2008)" as it may be further amended. Volume increases exceeding 10% above the 10-1-2000 level at off-site SCF locations or programs existing as of May 1, 20000, except for the Mat-Su Valley, may also be negotiated pursuant to the preceding sentence.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

The ANTHC assures that the Laboratories will be appropriately certified and will maintain Laboratory policies.

Pathology

ANTHC assures that it will perform all tests ordered by Southcentral Foundation providers, within the limits of equipment and staff competency, the range of which must be no less than that extant on October 1, 1997.

ANTHC assures that it will perform tests for Southcentral Foundation satellite clinics, including but not limited to the Mat-Su Valley, Mountain View, and Fireweed Lane.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

Radiology

ANTHC assures that it will perform all tests ordered by Southcentral Foundation providers, within the limits of equipment and staff competency, the range of which must be no less than as on October 1, 1997.

ANTHC assures that it will perform tests for beneficiaries seen at Southcentral Foundation satellite clinics, including but not limited to the Mat-Su Valley, Mountain View, and Fireweed Lane.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center Radiology.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

The ANTHC assures that appropriate certification and accreditation for radiology staff and programs will be maintained.

11. Biomedical Services:

Biomedical services will be provided by the ANTHC in accordance with the General Assurances, and in a manner responsive to the established advisory board

for these services.

ANTHC assures that it will provide staff at a level adequate to meet the demand for services without increased waiting time or delays, as on October 1, 1997.

ANTHC assures that it will maintain all medical equipment located at the Alaska Native Medical Center, the Anchorage Native Primary Care Center, and Southcentral Foundation owned satellite clinics, including but not limited to the Mat-Su Valley, and Mountain View (excluding Fireweed Lane).

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

12. Medical Records:

ANTHC assures that it will maintain a single Medical Records Department for the Alaska Native Medical Center and Anchorage Native Primary Care Center.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center Medical Records staff.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

13. Business office:

Business Office services will be provided by the ANTHC in accordance with the General Assurances, and in accordance with any Business Office Memorandum of Agreements with SF, if any exist.

ANTHC assures that it will provide billing and collection for all service provided at or through the Alaska Native Medical Center and the Anchorage Native Primary Care Center on a timely basis, recognizing the goal for the end of year one of the contract is billing for services within 30 days from the date of delivery of care.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center Billing staff.

14. Housekeeping (staff and contract):

Housekeeping (staff and contract) services will be provided by the ANTHC in accordance with the General Assurances.

ANTHC assures that it will maintain staff and/or contractor with qualifications equal to or better than those in place on October 1, 1997.

ANTHC assures that the frequency of cleaning of Southcentral Foundation space will be maintained at the level on October 1, 1997, or increased above that level.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

15. Laundry:

Laundry services will be provided by the ANTHC in accordance with the General Assurances.

ANTHC assures that it will maintain staff and/or a contractor with qualifications equal to or better than those in place on October 1, 1997.

ANTHC assures that the frequency of laundry services provided to Southcentral Foundation programs will be maintained at the level on October 1, 1997, or increased above that level.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures it will assist in that effort.

16. Quality Resources:

Quality Resource services, including a program component previously known as "Specialty Clinics," will be provided by the ANTHC in accordance with the General Assurances.

Corporate compliance expenditures for ANMC which provide mutual benefit to ANTHC and SCF will be funded in the ratio of their respective management shares of ANMC (as of May 1, 2000, 78% by ANTHC and 22% by SCF). In order for expenditures to be shared in this ratio, such expenditures must be mutually agreed upon by the ANMC Administrator and the SCF Vice President of Medical Services.

17. Property and Supply:

ANTHC shall remain responsible for providing all costs and functions of the department except for those portions described in the purchase agreement which will be managed and owned by SCF. This includes continuation of the ANTHC paying for the four GSA vehicles used in SCF-operated programs.

18. Reserves:

Negotiated shares of the Reserve funding will be managed by ANTHC and SCF in accordance with the General Assurances. In addition, an Emergency Reserve account (a negotiated combination of $200,000 of the SCF Reserve fund and $400,000 of the ANTHC Reserve fund) will be managed jointly by the ANMC Administrator and the SCF Vice President of Medical Services.

19. Information Services:

Information services will be proved by the ANTHC in accordance with the General Assurances, and in a manner responsive to the needs of all customers on the ANMC Campus.

The ANTHC assures that it will maintain all mainframe, network, and personal computer equipment, provided, however, the cost of maintaining and upgrading such equipment shall be shared by appropriate user organizations.

Information services will be provided by the ANTHC to SCF at all locations where services are provided that generate revenue that is distributed between ANTHC and SCF in accordance with the "MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND THE SOUTHCENTRAL FOUNDATION REGARDING REVENUE SHARING (Amended and Restated October 1, 2008)" as it may be further amended, and at all existing locations or programs of SCF as of May 1, 2000. ANTHC and SCF will negotiate an additional charge to SCF for increases in service levels exceeding he greater of 10% or costing more than $10,000, excluding hardware costs, above the May 1, 2000, level caused by program expansions at SCF locations that do not generate revenue distributed pursuant to the preceding sentence. Hardware costs at all SCF off-site locations are the responsibility of SCF.

If SCF seeks separate accreditation for the ANPCC, the ANTHC assures it will assist in that effort.

20. Telecommunication Services:

Telecommunication services will be provided by the ANTHC in accordance with the General Assurances, and in a manner responsive to the needs of all customers on the ANMC Campus.

The ANTHC assures that it will maintain all phone equipment, provided, however, the cost of maintaining and upgrading such equipment shall be shared by appropriate user organizations.

Telecommunication services will be provided by the ANTHC to SCF at all locations where services are provided that generate revenue that is distributed between ANTHC and SCF in accordance with the "MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND THE SOUTHCENTRAL FOUNDATION REGARDING REVENUE SHARING (Amended and Restated October 1, 2008)" as it may be further amended, and at all existing locations or programs of SCF as of May 1, 2000. ANTHC and SCF will negotiate an additional charge to SCF for increases in service levels exceeding he greater of 10% or costing more than $10,000, excluding hardware costs, above the May 1, 2000, level caused by program expansions at SCF locations that do not generate revenue distributed pursuant to the preceding sentence. Hardware costs at all SCF off-site locations are the responsibility of SCF

If SCF seeks separate accreditation for the ANPCC, the ANTHC assures it will assist in the effort.

21. Hospital Education Department:

The ANTHC assures continuity of care for meeting the patient family education standards outlined by the JCAHO. The ANTHC will continue to coordinate/collaborate with SCF on patient education issues relevant to meeting and exceeding JCAHO standards set forth in chapters that cover Patient and Family Education.

The ANTHC assures to provide education courses required to maintain Clinical competency standards for physicians and nurses with responsibilities for Emergency Room, Critical Care, and emergent care of OB and Pediatric patients

at the ANMC campus which will include: ATLS, ACLS, PALLS, NRP, ALSO, and TNCC. ANMC shall continue its role as the primary provider of the ATLS and ALSO programs for providers employed by Native Health Organizations throughout Alaska. The ANTHC will assure to continue EMS education offerings at the same level as October 1, 1997 and will accept health care providers from SCF and the other regional hospitals per a buy-back process as appropriate, based on annual Tribal Share distribution.

22. Facilities and Grounds:

The ANTHC assures that the facilities and grounds services continue to be provided throughout the ANMC Campus at the October 1, 1997 level or greater.

AMENDMENT #9

HEALTH SERVICES PURCHASE AGREEMENT I
BETWEEN
THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
AND
THE SOUTHCENTRAL FOUNDATION
FOR
SERVICES AT ALASKA NATIVE MEDICAL CENTER
(SCF Purchases from ANTHC)

In accordance with Section 20 of the "Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center (SCF Purchases from ANTHC)," as amended, (hereafter "Purchase Agreement I") is further amended as described below.

1. Table I.

Table I – "SCF and ANTHC Purchase Agreement I - initial FY 2009 (w/o FY 2009 recurring mandatory increases)," which is attached to this amendment, replaces Table I and Table I – Amendments 1, 2, 3, 4, 5, 6, 7, and 8 throughout Purchase Agreement I.

2. Adjusted Total Initially Negotiated.

Throughout Purchase Agreement I, wherever the phrase, "Total Initially Negotiated (Column 11 and Column 15)," appears delete it and substitute "Adjusted Total Initially Negotiated: (Column 11b and Column 15)".

3. Revenue Sharing Agreement.

All references to "Revenue Sharing Agreement" in Purchase Agreement I shall be to the "Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation Regarding Revenue Sharing (Amended and Restated October 1, 2008)."

4. Assurances.

All references to the "Assurances" throughout the Purchase Agreement I shall refer to the amended and restated Assurances, attached to this Amendment #9.

5. Section 7.

Section 7 of Purchase Agreement I shall be amended by adding a new subsection (c), to read:

> (c) Notwithstanding the requirement for annual negotiation in subsection (b) of this section 7, the budget allocation associated with ANMC Outpatient Pharmacy Operating Costs shall not be subject to adjustment prior to an effective date of October 1, 2011.

6. Scope of Service Outpatient Pharmacy Operations

Attachment I, Scope of Services, "Type I Scope: Pharmacy," on pages 2 and 3, is deleted in its entirety and replaced in its entirety by the following:

Type I Scope: Operation of Outpatient ANMC Outpatient Pharmacies

A. General Description of Outpatient Pharmacy Services.

There are three outpatient pharmacies associated with the Alaska Native Medical Center (ANMC). They are the ANMC Hospital-Based Outpatient, Rural Anchorage Service Unit (R-ASU), and Anchorage Native Primary Care Center (PCC) Pharmacies (collectively "ANMC Outpatient Pharmacies"). SCF owns and operates the PCC and R-ASU pharmacies and ANTHC operates the ANMC Hospital-Based Outpatient Pharmacy under this Purchase Agreement I.

Staff located in the PCC Pharmacy provide services primarily for the Women's Health, Mental Health, Family Medicine and Children's clinics. Staff located in the R-ASU Pharmacy provide Field Health Pharmacy Services. Staff located in the ANMC Hospital-Based Outpatient Pharmacy provide services primarily for Internal Medicine, Surgery, Eye, ENT, Orthopedics, and Emergency Department. Dental patients use both the ANMC Hospital-Based Outpatient Pharmacy and the PCC Pharmacy, as they choose. The information regarding location of staff and which pharmacy their patients use is purely informational and subject to change periodically.

The ANMC Outpatient Pharmacies provide comprehensive pharmaceutical care to outpatients living within the Anchorage Service Unit and consultative services for patients and care providers throughout the state of Alaska.

Comprehensive pharmaceutical care includes recommending therapies, dispensing medications and monitoring medication treatment plans to assure appropriate, safe, cost-effective therapies and provide patients information regarding their treatment to assure compliance and mediate potential side effects. Core pharmaceutical services also include:

- Formulary management through the ANMC Pharmacy and Therapeutics Committee to ensure the provision of rational, cost effective therapy using the best and most appropriate medications;
- Maintainance and monitoring of drug distribution through automated dispensing machines (Pyxis Medstations) in the ambulatory clinics; and
- Medication refill line and the Mediset program.

B. Funding Allocation

SCF initially acquired 41.00% of the funding for the operation of ANMC Outpatient Pharmacies and ANTHC initially received the remaining 59% of the funds. Through this Purchase Agreement I, SCF will pay ANTHC, SCF's 41. 00% share of the funding for the following array of pharmacy operating services that will be provided to eligible beneficiaries at ANMC Outpatient Pharmacies.

In addition to the funding provided above, according to the provisions of Section 7(b) of Purchase Agreement I, SCF and ANTHC have negotiated an increase in the operating cost budget for the outpatient ANMC Outpatient Pharmacies of $300,000 effective October 1, 2008. This increase is subject to increases for routine IHS appropriated increases and to increased share of revenue shared in excess of the ceiling established for FY2009 and thereafter. These negotiated increases are reflected in the amended table I to this Purchase Agreement I.

In addition for the purpose of final reconciliation and justification of Purchase Agreement I costs, as more fully described in Section 12(b)(3), the parties agree that ANTHC shall be entitled to allocate 60% (instead of 41%) of the costs of the ANMC Hospital-Based Outpatient Pharmacy.

C. Services to Be Provided by ANTHC

ANTHC will provide the following programs, services, functions, and activities (PSFAs) to eligible beneficiaries of Indian Health Service (IHS) at not less than the level of service provided as of October 1, 1997, for which ANTHC will be paid by SCF through the funding allocation described in Section B above. The PSFAs will be provided at or through the ANMC Hospital-Based Outpatient Pharmacy and are consistent with the Funding Agreements that SCF and ANTHC have finalized with the IHS.

ANTHC will continue to provide technical and professional management of all outpatient pharmacy operations at the ANMC Outpatient Pharmacies, which include licensure and accreditations to meet existing regulations. Equipment, technology and personnel will be maintained to deliver existing levels of service to all IHS beneficiaries seen at ANMC Outpatient Pharmacies.

D. Limitations

This Scope of Operation of Outpatient ANMC Outpatient Pharmacies does not include any inpatient pharmacy operations nor the purchase of outpatient pharmaceuticals, neither of which are subject to this Purchase Agreement I. Purchase of outpatient pharmaceuticals is addressed in the "Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Purchase of Outpatient Pharmaceuticals" (hereafter "Outpatient Pharmaceuticals Purchase Agreement").

7. EFFECTIVE DATE.

Upon approval by IHS of the amendments (regarding reallocation from ANTHC to SCF in the scope of responsibility for purchasing outpatient pharmaceuticals) to the ANTHC and SCF Funding Agreements for FY 2009, described in Section A of the Outpatient Pharmaceuticals Purchase Agreement, this Amendment #9 to Purchase Agreement I will be effective on October 1, 2008.

8. EXECUTION.

By signing below, the parties hereto agree to be bound by the terms of the Purchase Agreement I, as amended herein.

Dated: 4-8-2009

SOUTHCENTRAL FOUNDATION

By: _____, Acting CEO

Dated: 4/8/2009

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

By: _____

MEMORANDUM OF AGREEMENT
BETWEEN
THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
AND
THE SOUTHCENTRAL FOUNDATION
REGARDING
REVENUE SHARING
(Amended and Restated October 1, 2008)

This Amended and Restated Memorandum of Agreement regarding Revenue Sharing ("MOA") is entered into between the Alaska Native Tribal Health Consortium ("ANTHC") and the Southcentral Foundation ("SCF"). The purpose of this MOA is to set out the parties' agreements over the collection and sharing of revenues generated at the Alaska Native Medical Center ("ANMC") and Alaska Native Primary Care Center ("ANPCC").

Section 1 – Term of MOA.

This MOA was initially effective January 1, 1999. This amended and restated MOA is effective October 1, 2008, and shall continue unless terminated and modified by a written agreement of the parties that operate ANPCC and ANMC.

Section 2 – General Terms.

(A) This MOA applies only to revenue generated and collected at ANMC and ANPCC.

(B) Any revenues generated from any source for services provided in any facility operated by SCF, except ANMC and ANPCC, shall be retained by SCF and is excluded from the scope of revenues that are to be shared by the parties under this MOA.

(C) Any revenue generated from any source for services provided in any facility operated by ANTHC, except ANMC and ANPCC, shall be retained by ANTHC and is excluded from the scope of revenues that are to be shared by the parties under this MOA.

(D) The following shall not be subject to this Revenue Sharing Agreement:

(i) revenue generated from any Dental or Optometry items and professional services provided by SCF at ANMC, which shall be billed and collected by SCF; (This limitation does not apply to ANMC facility fees that are billed by ANTHC and are covered by this Revenue Sharing Agreement. Revenue by SCF under this section shall be returned to the Optometry or Dental programs operated by SCF to be expended in support of Optometry or Dental programs.)

(ii) revenue generated from Medicaid Administrative Match agreements entered into by SCF and ANTHC with the Alaska Department of Health and Social Services individually, and independent of each other, shall be billed and retained by SCF and ANTHC respectively; and

(iii) revenue generated by ANTHC for travel provided through Quyanna House that is ultimately reimbursed by Medicaid, which shall be billed and collected by ANTHC.

(E) ANTHC shall bill and collect for healthcare services provided by ANTHC or SCF at ANMC or ANPCC, and SCF shall bill and collect for behavioral health services provided at ANPCC, from Medicaid, Medicare, TriCare (CHAMPUS), healthcare insurers, and others with financial responsibility or liability for healthcare rendered in ANMC or ANPCC. The revenues generated from these sources shall be referred to as "generated

revenue subject to revenue-sharing" in subsections (F) through (I) of this section. To be counted as "generated revenue subject to revenue-sharing," revenues must be received and available for expenditure in the relevant federal fiscal year.

(F) Beginning on October 1, 2008:

(i) SCF shall receive 27.293% of generated revenue subject to revenue-sharing up to the revenue ceiling amount of $156,273,722, representing SCF's share of the programs it manages, including ANTHC programs operated by SCF under purchase agreements.

(ii) For each fiscal year subject to this MOA, payments shall be made as follows:

(I) ANTHC has paid to SCF an advance payment of $1,750,000, which shall be retained by SCF until such time as this Revenue Sharing Agreement is terminated, at which time SCF shall refund it to ANTHC.

(II) By the fifth business day after the end of each calendar week for which revenue is due, ANTHC shall notify SCF of the amount it has collected from generated revenue subject to revenue-sharing and shall make payment to SCF of 27.293% of such collections. At the end of each fiscal year, reconciliation shall be conducted in which the total amounts collected by each party shall be added together and the total amount due to each party from the other shall be calculated, such that SCF receives 27.293% of the total and ANTHC receives 72.707% of the total up to the revenue sharing ceiling amount of $156,273,722. This reconciliation shall be complete by the fifth day of January of the subsequent fiscal year. The final payment for the fiscal year shall be made by each party by the tenth day of January of the subsequent fiscal year and shall reflect adjustments for the annual amount due to ANTHC from SCF for ANTHC's share of SCF collections.

(iii) Payments made more than 10 calendar days after they are due may be subject to a claim for late payment penalty interest calculated on the total amount due for that payment using an annual interest rate of no more than the legal rate of interest under AS 45.45.010(a). Claims must be made within three months of the due date of the payment or the claim is waived.

(iv) In addition, any generated revenue subject to revenue-sharing collected in excess of $156,273,722, for any federal fiscal year, for ANTHC and SCF at ANMC and ANPCC shall be distributed as further described below.

(I) SCF shall receive 27.279% of any generated revenue subject to revenue-sharing collected in excess of $156,273,722, representing SCF's share of the programs it both owns and manages, not including the ANTHC programs it manages under purchase agreements. The amounts due under this subsection shall be determined by a reconciliation to occur after the end of each fiscal year on the schedule described in subsection (F)(ii)(II) and be subject to interest for late payment as provided for in subsection (F)(iii).

(II) ANTHC shall retain 66.589% of any generated revenue subject to revenue-sharing collected in excess of $156,273,722, representing ANTHC's share of the programs it both owns and manages, not including the SCF programs it manages under purchase agreements.

(III) The remaining 6.132% of any generated revenue subject to revenue-sharing collected in excess of $156,273,722, representing SCF's programs that ANTHC manages under purchase agreements and ANTHC's programs that SCF manages under purchase agreements, shall be divided in accordance with the terms in Section 12b in the "Health Services Purchase Agreements I and II between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center," as amended.

(v) If generated revenue subject to revenue-sharing collected from these sources is less than $156,273,722, for any federal fiscal year, for ANTHC and SCF at ANMC and ANPCC, the shortfall shall be divided as further described below.

(I) SCF shall return to ANTHC 27.293% of the difference between the actual amount collected and $156,273,722, representing SCF's share of the programs it manages, including the ANTHC programs it manages under purchase agreements.

(II) The amounts due under this subsection shall be determined in a reconciliation to occur after the end of each fiscal year on the schedule described in subsection (F)(ii)(II) and be subject to interest for late payment as provided for in subsection (F)(iii).

(G) In federal fiscal years following FY 2009, the advance payment amount, payment schedule, payment terms, and percentage shares described in subsection (F), shall remain unchanged. However, the revenue ceiling amount shall be adjusted based on the previous year's actual total reconciled collections or such other amount as is mutually agreed upon. Final reconciliation dates and procedures shall continue unchanged.

(H) The parties agree that all generated revenue subject to revenue-sharing collected that is ultimately allocated to either party shall be used to support and enhance the programs, functions, services and activities ("PFSAs") that are operated at or through ANMC and ANPCC.

(I) A detailed calculation of the percentage shares that SCF and ANTHC will receive under these subsections and the revenue ceiling of $156,273,722 is attached as "Table A - Amendment 9 (effective 10-1-2008) Revenue Sharing Agreement."

Section 3 – Previous Revenue Sharing Agreements.

Effective October 1, 2008, this MOA supersedes and replaces the previous Memorandum of Agreement between ANTHC and SCF, provided, however, that this MOA does not affect the reconciliation and payments due between ANTHC and SCF under the prior Memorandum of Agreement.

Section 4 – Standards for Third Party Billing and Treatment of Claims for Reimbursement from Third Party Payors.

Each party agrees to comply with all applicable laws, regulations and rules in the preparation, coding and submission of all bills and claims to third parties who may be responsible for payment of the funds described in this MOA. In the event a refund as a result of a dispute, audit or other mistake resulting in a payment due to any third party payor, the total amount of the payment (including any applicable interest and penalties) shall be deducted from the total amount of the collections in the week in which the refund is made.

If, after the funds due to SCF for the current week are included, the required adjustments are large enough to require SCF to pay ANTHC, then ANTHC may request payment from SCF. If requested, SCF shall may payment and shall be subject to the same payment schedules and conditions defined for ANTHC in section 2(F)(ii)(II) and (F)(iii).

Nothing in this section shall prevent SCF and ANTHC from entering into a prospective repayment plan with the third party payor whereby the amount due the third party payor is collected by reductions in future payments from the third party payor. In such case adjustments to the amounts due under this MOA to SCF or ANTHC shall be made consistent with the other terms and conditions herein.

Section 5 – MOA's Impact on the Alaska Tribal Health Compact.

SCF and ANTHC agree that, to the extent the terms of this MOA conflict with Article III, Section 7, of the Alaska Tribal Health Compact ("ATHC"), each party waives any rights available to it under the ATHC relating to program income, so long as this MOA remains in effect.

Section 6 – Disputes.

(A) If a dispute should arise over the terms of this MOA, the parties shall jointly submit the dispute to third party mediation. For the purposes of this section, the term "third party mediation" means a form of mediation where SCF and ANTHC nominate a third party who is not employed by or significantly involved with SCF or ANTHC to serve as a third party mediator to mediate disputes under this MOA.

(B) Nothing in subsection (A) of this section shall affect any party's right to initial legal action in an appropriate forum in order to resolve a dispute arising under this MOA.

Section 7 – Termination, Amendment and Periodic Review.

(A) This MOA may be terminated or amended at any time by written agreement of SCF and ANTHC.

(B) At such time as either SCF or ANTHC takes over additional PFSAs at ANMC or ANPCC from the other, whether under purchase agreements or by the retrocession of a PFSA by either SCF or ANTHC and related contracting of that PFSA by the other, this MOA shall be amended to appropriately adjust the sharing of generated revenues, proportionate to the additional PFSAs being assumed by SCF or ANTHC.

(C) The allocation of revenues in this MOA shall be reviewed periodically, as necessary, to determine whether the MOA creates substantial and gross inequities in funding levels. If the MOA does create substantial and gross inequities in funding levels, the parties agree to negotiate in good faith an amendment to this MOA.

Section 8 – Transition.

This Amended and Restated MOA shall become effective on the date provided for in Sections 1 and 3, only upon the Indian Health Service first entering into the amendments (regarding reallocation from ANTHC to SCF in the scope of responsibility for purchasing outpatient pharmaceuticals) to the ANTHC and SCF Funding Agreements with the Secretary of the Department of Health and Human Services for FY 2009.

By signing below, the parties hereto agree to be bound by the terms of the MOA, as amended and restated herein.

Dated: 4-8-2009

SOUTHCENTRAL FOUNDATION

By: _____

Dated: 4/8/2009

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

By: _____

SOUTHCENTRAL FOUNDATION (SCF)
Assurances Regarding Services
from the
Alaska Native Medical Center (ANMC)
and
Anchorage Native Primary Care Center (ANPCC)

GENERAL ASSURANCES:

The following general assurances are predicated on the existence of a functioning Joint Operating Board. In the event that this 'shared governance' Joint Operating Board is disbanded or significantly changed, the general assurances will be re-negotiated. These assurances replace and supersede those made by Southcentral Foundation in its Phase One contract, which took effect March 1, 1998, and are subject to the continuing availability of funding at the October 1, 1997 level.

For the purposes of these assurances, "as of October 1, 1997," as that term is used in Section 325, shall be defined as the menu of services budgeted by the Alaska Native Medical Center (ANMC) effective 10-1-97. Thus the "same level of service as of October 1, 1997" will be defined to mean the same ease of access, availability, and mix of services as those included in the budgeted menu of services effective October 1, 1997.

For the purposes of these assurances, the Alaska Native Primary Care Center (ANPCC) and the Alaska Native Medical Center Hospital will be referred to, collectively, as the "ANMC Campus."

A. Consultation:

SCF will develop and maintain a formal process for consultation with the ANTHC and appropriate tribal and non-tribal health organizations as necessary for the operation of its programs.

This formal consultation process will be designed to support equitable peer participation in the coordination of services and the allocation of resources. The process should provide for identification and resolution of shared issues and concerns through strategic initiatives. This consultation process should provide for regular and routine interaction between the organizations identified above with mechanisms for feedback on processes and consequences.

SCF will complete design and implementation of their consultation process by the sixth month of the first contract period of its Phase II contract.

B. Planning:

SCF will develop and maintain with the ANTHC a planning process for shared activities, which provides for strategic and operational consideration of products of consultation and developing changes in the Tribal and other healthcare environments, through developed shared priorities this process should provide for routine activities.

This process should promote open dialog toward sharing internal organization-specific considerations for future direction. Process activities should reduce duplication of services and resource wastage. The planning process should be designed to maximize the overall quality and quantity of service provided in and through the statewide healthcare delivery network for American Indians and Alaska Natives. At the same time it should

support coordination of member service delivery systems. This planning process should minimize internal competition while maximizing the ANTHC and SCF competitive position in the Healthcare marketplace.

C. **Flexibility for Change:**
In consideration of shared processes for ongoing consultation and planning and the products they produce, SCF will develop, maintain, and participate in a process for change management which empowers Tribes, Tribal health organizations, and individual customers such that they are active participants in their healthcare delivery systems.

SCF will manage and integrate organizational change so as to appropriately adjust to changing mission requirements, identified and expressed customer needs, and new information. The SCF will develop and maintain the capacity to work with various sectors of the Alaska health care system to address issues, concerns and needs beyond the limits of existing scopes of work and formal agreements. Where appropriate, SCF agrees to negotiate organizational and financial individual and shared adjustments to support change as a shared reality. SCF will consider, as environmental situations dictate, appropriate reallocation of resources within the scope of existing budgets and budget modifications where changes are required.

When SCF determines that they wish to terminate purchase agreements with the ANTHC, notice shall be provided no later than April 1 of the fiscal year at the end of which termination is planned, unless an agreeable alternative date is mutually agreed upon.

D. **Services:**

If specific services are to be provided to any specific beneficiary population by SCF or the ANTHC through a purchase agreement with the other party, those specific services and the beneficiary population will be defined in the purchase agreement. Such services will be provided in such amounts and at such time as stipulated in the purchase agreement.

The SCF agrees that concerned Tribes and Tribal health organizations may request specific services not reflected in any purchase agreement between the parties (i.e., SCF and the ANTHC). Such requests will be formally considered.

SCF agrees to consider adjusting service types, amounts and frequency as resources allow, based upon shared acknowledgment of changes to mission requirements as well as identified and expressed changes in beneficiary needs.

E. **Integration and coordination:**
SCF will integrate and coordinate services provided on the ANMC Campus with all Tribal entities providing services on the ANMC Campus.

F. **Level and scope of service:**
SCF shall provide and maintain the 10/1/97 level and scope of services provided to IHS beneficiaries for the services transferred to SCF under the authority of Section 325(d) of P.L. 105-83 or otherwise under contract or compact.

The "level of service as of 10/1/97" shall mean the menu of services budgeted by the ANMC as of 10/1/97. SCF and the ANTHC agree to develop and use a reference for determining the menu of services provided at and through the ANMC campus. SCF will provide this level of services except where the ANTHC has been provided with the resources.

G. **Continuous quality improvement:**
The SCF shall support a continuous quality improvement process.

H. **Service to beneficiaries:**
SCF direct care services on the ANMC Campus under Phase I and Phase II contracts will be provided to all eligible IHS beneficiaries within Alaska without direct charge to the beneficiary or regard to place of residence.

I. **Credentials:**
All medical staff employed by SCF who have privileges at the ANMC shall meet the credentials requirements of the Credentials Committee of the Alaska Native Medical Center, and all credentialing requirements shall continue to be consistent with Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) standards and standards consistently applied throughout the United States.

J. **JCAHO accreditation participation:**
All staff on the ANMC campus, including those employed by SCF who participate in the functions of the ANMC, shall participate in and provide support for ongoing JCAHO accreditation.

K. **Case management:**
The ANTHC and SCF shall provide case management and quality assurance at the same level provided as of October 1, 1997 for patients referred to and from ANMC . The responsibility for doing so shall lie where the most appropriate expertise is available.

L. **Collaborative physicians:**
Medical staff of SCF shall provide collaborating physicians for licensed, approved mid-level practitioners employed at the ANMC Campus and by tribal health providers in the rural ASU, as appropriate.

M. **Specific service assurances:**
SCF assures that all programs, services, functions, and activities for which the ANTHC has a purchase agreement with the SCF will be provided at the quantity and level of service consistent with the terms of the specific purchase agreement. In addition, SCF assures the ANTHC that the provision of care or support specified in each purchase agreement will continue to be served without regard to the beneficiary's place of residence.

N. **Service expansion:**
The SCF assures first option to ANTHC to employ additional medical providers with SCF funds in areas in which ANTHC has the majority share of the providers. For example, if SCF wishes to expand hospitalist Internal Medicine services with SCF funds, then SCF will first offer to purchase the service from the ANTHC rather than creating another hospitalist internal medicine physician group.

O. **Obligation of funds:**
SCF agrees not to obligate any of the ANTHC funds without the ANTHC's prior approval.

P. **Campus staff leadership:**
SCF assures that campus management groups shall adequately reflect the dual ownership of the campus.

Q. **Hospital Committees:**
SCF will have representation on appropriate hospital committees (e.g., safety committee).

R. **Senior management meetings:**
SCF assures that senior SCF management shall meet formally with the ANTHC hospital leadership at least weekly to address issues of mutual concern. Decision making within these groups shall be by consensus to the extent possible.

S. **Competition:**
SCF assures that it will not directly compete or duplicate services with the ANTHC in areas of ANTHC activity, except where mutually agreed.

T. Training:
SCF medical staff shall continue to provide appropriate clinical training opportunities for mid-level practitioners, Community Health Aides, nursing students, medical students, resident physicians, and other health related professionals at ANPCC and Alaska Native Medical Center.

U. Access to services:
SCF assures that the level of service that it provides under this contract to the urban and non-urban IHS beneficiary population (including the Mat-Su Valley) in all departments, all areas of the hospital, and all outpatient and community services will remain at or above the level existing on 10/1/1997 except as modified by the implementation of the hospitalist model resulting in changed roles in internal medicine and family medicine, as agreed by SCF and ANTHC.

V. Space:
SCF agrees that decisions regarding the reallocation of space within the ANMC main hospital building will be mutually resolved by the ANMC administrator and the SCF VP of Medical Services. Unresolved disputes regarding these decisions will be referred to the Joint Operating Board for resolution.

W. Obstetrics and pediatrics inpatient units:
SCF shall assure adequate physician coverage for obstetrics and pediatrics inpatient units at ANMC, at the 10/1/97 level.

X. Emergency room:
SCF physicians working within the hospital shall interact in an appropriate manner with the emergency room to provide high quality care to all patients. SCF and ANTHC will jointly provide appropriate and sufficient medical staff who will also accept call to support care of AN/AI patients by physicians in the regional tribal health system hospitals and health centers, public health nurses, and community health aides or other community providers.

Y. Ambulatory care:
SCF shall provide scheduled primary ambulatory care and preventive services for Alaska Natives in either the ANPCC or in the urgent care center of ANMC.

Z. Triage:
The ANPCC or ANMC urgent care center shall provide triage and urgent care on a walk-in basis for acutely ill patients without regard to their place of residence.

AA. Consultations:
The ANPCC medical staff shall provide the 10/1/97 level of appropriate specialty consultation in Mental Health, pediatrics and Women's Health Care for patients on referral from other primary care specialists in the Alaska Native health system, including ANMC and field tribal health programs.

BB. Field Clinics:
The ANPCC medical staff shall provide regularly scheduled specialty field clinics in Mental Health, Pediatrics and Women's Health Care to support activities of the ANMC tertiary care programs and field tribal health programs. SCF shall strive to provide field health clinics at the 10/1/97 level.

CC. School support:
The pediatric medical staff shall continue to provide the 10/1/97 level of consultation and support statewide to school districts (special education/therapists), infant learning programs, and public health nurses.

DD. Psychiatric services:
Psychiatric services provided at the outpatient psychiatric clinic, on the inpatient wards, psychiatric specialty services, psychiatric services provided in field clinics, and psychiatric services provided by ANMC to regional hospitals will be

under the program direction of SCF's Psychiatry Services Director. This Psychiatry Services Director will also function as the Chief of Staff for the psychiatrists and psychologists employed throughout the ANPCC or ANMC by SCF or the Consortium. The Psychiatry Director will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from ANTHC in regard to inpatient issues. The Psychiatry Director's responsibility will include directing quality improvement activities of the inpatient services and directing program development in inpatient and specialty psychiatry services.

EE. Family medicine:

Family Medicine services provided at outpatient family medicine clinics, on the inpatient ward, specialty services, family medicine services provided in field clinics, and family medicine services provided by ANMC to regional hospitals will be under the program direction of SCF's Family Medicine Services Director. The Family Services Director's responsibility will include directing quality improvement activities of the inpatient services and directing program development in inpatient and specialty services, with input from ANTHC. This Family Services Medical Director will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues.

FF. Pediatrics:

SCF's pediatric staff of the ANPCC shall continue to provide the 10/1/97 level of sub-specialty care to the IHS beneficiary population at select locations throughout the State. Pediatric services provided at the outpatient children's clinic, the pediatric inpatient ward, pediatric specialty services, and pediatric services provided to regional hospitals will be under the program direction of Southcentral Foundation's Pediatric Medical Director. The pediatricians employed by both SCF and the ANTHC will be under the clinical supervision of the Pediatric Medical Director engaged by Southcentral Foundation. This Pediatric Medical Director's responsibility will include directing quality improvement activities in the inpatient services, directing program development in inpatient and specialty pediatric services, and clinical supervision and oversight of the inpatient pediatric nursing program. This Pediatric Medical Director will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues. Pediatric service issues that cannot be resolved at the level of the Pediatric Medical Director, will be settled by the ANMC Medical Administrator and SCF VP of Medical Services.

GG. OB/GYN:

SCF's OB/GYN medical staff of the ANPCC shall continue to provide high-risk and sub-specialty care throughout the State to the IHS beneficiary population at the 10/1/97 level. In keeping with the requirements of the JCAHO, hospital staff bylaws, and the corporate processes of SCF, there will need to be separate processes to identify a chief of the SCF women's health unit and the head of Obstetrics and Gynecology for the hospital. The head of OB/Gyn for hospital purposes shall be elected from among the obstetricians and gynecologist on staff at the hospital. This physician shall function as the Chief of Staff for women's health providers working within the hospital hire by any entity for hospital related functions. This person's responsibility will include hospital privileging, directing quality improvement activities of the inpatient services, directing program development in inpatient and specialty services, and supervising the inpatient obstetric nursing program. The hospital will have the option to revoke the nursing supervisory function of the physician should they see fit to do so.

HH. Inpatient care:

The ANPCC medical staff shall assist in providing comprehensive, continuing patient and family education, and discharge planning process support of the therapeutic activities during the inpatient stay for patients.

II. Prematernal home:

The OB/GYN medical staff will continue to provide support and medical oversight for IHS beneficiaries in Care Cottage prematernal home.

JJ. OB/GYN cancer screening:

It is SCF's intent that the OB/GYN service line will continue to provide not less than the 10/1/97 level of support for statewide cervical and breast cancer screening programs of the Alaska Native health system, so long as grant funding remains available. This program has been largely dependent on grant funding, including a CDC grant.

KK. Statewide services:

SCF recognizes that Section 325(d) of P.L. 105-83 gives it responsibilities for provision of certain services to Alaska Natives outside the previously defined service area of SCF, and that some of the services are provided at select locations throughout the State and will be maintained at the 10/1/97 level.

LL. Generated Revenue:

Revenue generated from specialty clinics offered outside the ANPCC or ANMC at the 10/1/97 level of service shall be retained by the facility in which the clinic was held. All costs of conducting the clinic, including but not limited to travel, per diem, and provision of supplies and equipment, but excluding salaries, shall be borne by the facility where the specialty clinic was held. If SCF is able to provide a level of specialty services exceeding that provided as of October 1, 1997, any revenue generated from the provision of such additional specialty clinics shall be allocated based on a separate agreement between SCF and the tribal health program.

Revenue generated from field physician visits in the rural Anchorage Service Unit offered at the 10/1/97 level shall be retained by the facility in which the clinic was held. If SCF is able to provide a level of service exceeding that provided as of October 1, 1997, any revenue generated from the provision of such additional field physician visits in the rural Anchorage Service Unit shall be allocated based on a separate agreement between SCF and the tribal health program.

MM. Recognition:

SCF recognizes the ANMC Hospital Administrator as the primary spokesperson for issues falling primarily within the domain of essential statewide health services provided at ANMC.

NN. Medical Representation:

The ANTHC CEO and the SCF CEO shall address jointly, or mutually agree upon a designated spokesperson, medical issues of joint interest, eg., measles epidemic.

OO. Research:

SCF assures that research projects involving staff on the ANMC Campus will be reviewed by the ANMC IRB.

SCF assures that research projects involving any rural villages shall be presented to the leadership of the affected villages for their review and approval before initiation of ~~of~~ such research projects.

~~PP. Obligation of Funds:~~

~~SCF agrees not to obligate any of ANTHC's funds without ANTHC's prior approval.~~

~~QQ. Dispute resolution:~~

~~The SCF shall continue to negotiate with the ANTHC on the development of a satisfactory mechanism for resolving disputes related to the quantity and quality of services delivered.~~

SPECIFIC SERVICE ASSURANCES:

1. **Dental:**
Dental Services will be provided by SCF in accordance with the current IHS dental priority system.

2. **Optometry:**
Optometry services will be provided by SCF in accordance with these General Assurances. In addition, the SCF opticians will support and travel with or without the ANTHC ophthalmologists on field trips at SCF expense (at the level of October 1, 1997).

3. **Audiology:**
Audiology services will be provided by SCF in accordance with these General Assurances. In addition, the SCF audiologists will support and travel with the ANTHC Ear/Nose/Throat physicians on field trips at SCF expense , and support the ANTHC Ear/Nose/Throat physicians in the ANMC at the 10/1/97 level.

4. **Internal Medicine:**
Internal Medicine services, will be provided in accordance with these General Assurances on a statewide basis through a Hospitalist model, and will be supported jointly by the ANTHC/SCF, with SCF buying back the service component through a purchase agreement for a minimum of five years. Cancellation of the agreement, based on failure/dissatisfaction with the Hospitalist model that was agreed upon by both parties, will require a minimum notice of one year. Under these circumstances, SCF agrees to participate in a program re-design activity and reconsideration of allocations.

5. **Social Services:**
Social Service Program services will be provided in accordance with the General Assurances. SCF Social Service staff will participate in the 'call', and coverage rotations as required to meet the Hospital staffing needs at the 10/1/97 level.

6. **Dietetics:**
Outpatient dietetics services will be provided by SCF in accordance with the General Assurances. The SCF Dietetics staff will participate in the 'call' and coverage rotations as required to meet the Hospital staffing needs at the 10/1/97 level.

7. **Family Practice Residency Program:**
SCF will continue to support the Alaska Family Practice Residency Program through the allocation of at least $100,000 in staff or other resources to the program.

8. **Reserves:**
An Emergency Reserve account (a negotiated combination of $200,000 of the SCF Reserve fund and $400,000 of the ANTHC Reserve fund) will be managed jointly by the ANMC Administrator and the SCF Vice President of Medical Services.

9. **Property and Supply**
SCF assures that it will enter into a purchase agreement with the ANTHC not to exceed one year (i.e., the remaining nine months of FY 1999) before which time it will be renegotiated between SCF and the ANTHC. In the first year, SCF will: (a) review department operations to determine feasibility of further separation of duties and functions without harm to either SCF or the ANTHC; (b) develop its corporate-wide materials management function in consideration of the above-described review; (c) manage and pay for the Courier contract for the ANPCC; (d) be responsible for delivery of all SCF mail addressed to 4501 Diplomacy and all off-campus locations; (e) provide secretarial and administrative support for its 1.0 FTE position; and (f) be responsible for consolidating and integrating all Material Management and Property functions and reports from SCF's off-campus locations (and 4501 Diplomacy) with those provided by ANTHC for SCF on-campus

locations. In the first year, ANTHC will remain responsible for providing all other costs and functions of the department as described, including paying for the 4 GSA vehicles currently used in SCF-operated programs.

10. **Lab/Pathology/Radiology:**
All Clinical Laboratory Scientists employed by SCF providing services with in the hospital and ANPCC shall have a valid certification with the American Society of Clinical Pathologists, the National Certification Agency for Clinical Laboratory Scientists, or equivalent organization.

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
ANNUAL FUNDING AGREEMENT
APPENDIX J
GOVERNMENT PROVIDED ARTWORK IN THE ALASKA NATIVE MEDICAL CENTER

Description	Location
Terrazzo Floor Insert	Main Lobby
Aluminum Screen Inserts above ceiling	Main Lobby
Carved Wooden Birds applied to Circular ring	Main Lobby
Carved Wood Panels (6)	Corridor adjacent to Cafeteria (2 sites with 3 Panels each)
Carved Wood Panels (2)	Corridor across from Orthopedic Clinic Reception
Carved Wood Panels (3)	Corridor across from Dental Clinic Waiting/Reception
Carved Wooden Panels (2)	Eye/ENT Clinic Waiting Areas
Carved Wooden Panels	2nd Floor, Outside (adjacent) To Meditation Room

Alaska Native Tribal Health Consortium

APPENDIX M
ANTHC M&I Pools Opt In/Opt Out Process
October 1, 2021

1. Introduction

The Alaska Native Tribal Health System (ATHS) has two Maintenance and Improvement (M&I) Project Pools (Pools) that are overseen by the Alaska Native Tribal Health Consortium (ANTHC) and its Maintenance and Improvement Resource Allocation Committee ((MIRAC), an advisory committee of the ANTHC's Board of Directors). The Pools are managed by the ANTHC Division of Environmental Health and Engineering (DEHE). This Appendix sets forth the ANTHC process by which eligible[1/] tribes and tribal organizations (TTOs) may choose whether to participate in the Pools by "opting in" or "opting out."

2. Background

2.1 Establishment of Competitive Pool

The Alaska Area Native Health Service (AANHS) established the M&I Competitive Project Pool in FY1994 when IHS Headquarters Office of Environmental Health and Engineering (OEHE HQE) first distributed M&I project funds to all IHS Areas for prioritization and further distribution to eligible individual facilities.[2/] Prior to that date, M&I projects were directly awarded by OEHE HQE.

The Competitive Project Pool was originally funded by IHS with two-thirds of the Alaska M&I fund allocation, comprised of the Backlog of Essential Maintenance, Alteration, and Repair (BEMAR) amount and the non-routine half of the University of Oklahoma (U of O) amount.[3/] AANHS combined these non-routine funds and the BEMAR funds and distributed them to eligible facilities as projects through the Competitive Project Pool. ANTHC assumed management of the Competitive Project Pool in FY1999 and largely continued to follow the procedures established by IHS.

Effective in FY2006, the IHS and ANTHC jointly agreed to change the allocation of "routine" funds so that IHS transfers two-thirds of the annual Alaska M&I fund allocation directly to eligible TTOs in their Funding Agreements (FA) as "routine" M&I funding. This decreased the amount of the funds in the Pool from two-thirds to one-third of the Alaska M&I allocation. This remaining one-third continues to be reserved for the M&I Competitive Pool administered by ANTHC.

[1/] Eligible TTOs include TTOs that manage facilities that are eligible for M&I funding.
[2/] Eligible facilities include those that are eligible to receive M&I funding and are typically listed in the Health Facilities Data System (HFDS) maintained by the IHS.
[3/] In Alaska, the other half of the U of O formula amount, the "routine" portion, (historically representing one-third of the total Alaska M&I funds allocations), has been directly distributed by IHS through funding agreements of eligible TTOs.

2.2. Establishment of BEMAR Pool

In FY2018, a separate BEMAR Pool was established to manage BEMAR funds. BEMAR funding was included in the Competitive Pool prior to FY2018.

2.3. Current Components

ANTHC currently manages M&I funds as four components: (1) the Competitive Pool; (2) the BEMAR Pool; (3) the small clinic set-aside; and (4) facility assessment ("deep look") survey set-aside.

2.4. Opportunity to Opt In and Opt Out of Pools

As provided in this Appendix, TTOs may choose to "opt out" of participation in either or both of the Pools. A federal facility's eligibility for other funding is not affected by a TTO decision to opt in or out of the Competitive Pool or the BEMAR Pool.

3. Guiding Principles and Objectives

3.1 The Guiding Principles for Operation of the M&I Pools

ANTHC operates the pools around three guiding principles:

- **Equity of outcome:** Eligible TTOs have equitable access to the funds based upon the criticality of their need, resulting in a network of health facilities maintained at equivalent levels;

- **Equity of distribution:** Over time eligible TTOs will receive support commensurate with the funds allocated for their eligible facilities; and

- **Respect for Tribal priorities:** Support for local decision-making about facility maintenance and improvement.

The Pools are a positive force in sustaining Alaska's eligible Native health care facilities, providing emergency funds and serving as an investment pool. Eligible TTOs often come to the fund when costly plant equipment fails and requires emergency repairs in order for their health facilities to operate.

This framework seeks to balance the operational advantages of this system with self-determination and local control by providing a process for eligible TTOs to opt in or opt out of the Pools in a manner that balances the goals embedded in the guiding principles, optimizes the use of ATHS resources to maintain eligible facilities, and mitigates potential adverse financial impact on those eligible TTOs continuing to participate in the Pools.

3.2 Objectives When TTOs Elect to Opt Out of the Pools

3.2.1 Protect Pool Viability

The goal for the opt in/out process is to equally protect the financial interests of all eligible TTOs and to optimize the resources available to maintain ATHS facilities.

3.2.2 Competitive Pool Protections

The Competitive Pool criteria emphasize the relative need of facilities. Thus, the relatively lower needs of newer facilities allow funding to be directed to older facilities so that all eligible facilities are maintained at an equivalent level. As the newer facilities age, this framework provides them with a similarly elevated level of financial support. Because this framework also creates the potential for unintentional advantages for a TTO electing to opt out of the Competitive Pool, repayment is required in some cases. In addition, TTOs that opt out of the Competitive Pool continue to have an obligation to protect the Pool for those TTOs that opt in by contributing to small clinic and the deep look survey set-asides.

3.2.2.1 Small Clinic Set-Aside. Small clinics are more reliant on the Competitive Pool than larger facilities, therefore a small clinic set-aside has been implemented at 12% since FY2004. The small clinic set-aside amount may be evaluated and, if needed adjusted in coordination with IHS, to account for changes in the number and size of eligible facilities participating in the Pool and the amount of available Competitive Pool funding.

3.2.2.2 Deep Look Survey Set-Aside. Competitive Pool funds are used to ensure timely completion of facility condition surveys (deep look surveys) to update the IHS Health Facilities Data System (HFDS). IHS uses the HFDS documentation of unmet need as budget justification for the BEMAR funds, helping to ensure ATHS has the necessary resources to adequately maintain eligible facilities. All facilities receiving M&I funds will continue to participate in ANTHC's facilities condition assessment process.

3.2.2.3 Competitive Pool Payback. Project funding payback is required for a TTO opting out of the Competitive Pool if it received more than 110 percent of the total amount contributed to that Pool as a result of its participation.[4/] TTOs opting to leave the Competitive Pool who received less than 110 percent of what they contributed in disbursements from the Pool require no mitigating actions. Their contributions help to offset the financial impact on the other members resulting from the reduced Pool size. The TTO could reimburse the Pool, through:

[4/] Repayment calculations related to opting in and out are based on Project Pool revenue and funds distribution since inception of the Alaska Area M&I Project Pool concept in FY1994 with respect to the Competitive Project Pool.

3.2.2.3.1 Repaying a lump sum to the Pool;

3.2.2.3.2 Each year deducting half of the amount that would otherwise be distributed to it (half the Pool amount available after subtracting contributions to the small clinic and deep look set-asides), until its total Competitive Project Pool contributions are within 10 percent of the disbursements it has received; or

3.2.2.3.3 Other repayment arrangements, such as extending the start date or payment schedule, that may be negotiated in a Competitive Project Pool Support Agreement.

4. Operational Framework

TTOs may elect to opt out of either Pool or both Pools as described in this Section.

4.1 Process for Opting Out of the Competitive Pool

4.1.1 TTOs that choose to opt out of the Competitive Pool must do so with respect to all of their eligible tribally owned facilities. They may not opt out with respect to their federally owned facilities. Tribes and tribal organizations with eligible tribally owned facilities may not opt out of participation in the small clinic or the deep look survey set-asides and may be subject to repayment requirements as provided in section 3.2.2.3.

4.1.2 By March 15 of each year, ANTHC will deliver to each eligible TTO an accounting of the Competitive Pool revenue and disbursements through the current fiscal year, including any approved awards not yet disbursed.

4.1.3 By April 10 of the federal fiscal year prior to opting out, a TTO will notify the DEHE Senior Director and the IHS Agency Lead Negotiator in writing if it intends to opt out of the Competitive Project Pool, provided that ANTHC, in collaboration with and approval by the AANHS, may agree to change the timing as needed to coordinate with funding agreement negotiations, funding deadlines or other relevant issues. ANTHC will provide advance notice and coordinate with participating TTOs and the AANHS on such changes.

4.1.4 For the opt out election to be effective, the TTO must also negotiate modifications to its funding agreement with the IHS, in coordination with ANTHC, and enter into a Competitive Project Pool support agreement with ANTHC. The Competitive Project Pool support agreement will address the deep look survey and small clinic set-aside funds, and any amounts that must be repaid, as described in section 3.2.2. At a minimum, such agreements will identify payment processes, schedules, and amounts. The agreements will also include assurances to protect other TTOs from

adverse impacts of changes to pool participation.

4.1.5 The amount that can be withdrawn from the Competitive Pool for distribution to a TTO that is opting out is based on the available amount contributed to the Pool under the U of O formula as a result of the TTO's participation in the pool for its eligible tribally owned facilities.

4.1.6 When a TTO opts out of the Competitive Project Pool, the IHS will redesignate the M&I identified amount from the Competitive Project Pool as routine funds and IHS will directly distribute those funds to the TTO.

4.2 Process for Opting Out of the BEMAR Pool

4.2.1 TTOs that choose to opt out of the BEMAR Pool must do so with respect to all of their eligible federally and tribally owned facilities.

4.2.2 ANTHC and AANHS will identify the amount of the BEMAR Pool that may be withdrawn for each TTO that may opt out of the BEMAR Pool for the current fiscal year. AANHS will notify ANTHC of the available amount and provide a copy of the relevant data. ANTHC will notify the TTO managing each facility of that amount as soon as practicable, including a copy to the AANHS, but not later than 45 days prior to the deadline for submitting projects to the MIRAC for consideration for funding from the current year BEMAR Pool.

4.2.3 To be effective for the current fiscal year, the TTO must notify the DEHE Senior Director and the IHS Agency Lead Negotiator that it is opting out of the BEMAR Pool with respect to all of its eligible federally and tribally owned facilities within 15 days of its receipt of such notice of the identified BEMAR funding.

4.2.4 For the opt out election to be effective, the TTO must also negotiate modifications to its funding agreement with the AANHS (in coordination with ANTHC).

4.2.5 The amount of funds that may be available from the BEMAR Pool to a TTO that is opting out is calculated based on the average of its percentage of the U of O formula funds allocated to the Alaska Area as a result of the TTO's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS[5/] deficiencies) allocated to Alaska Area as a result of the TTO's eligible tribally and federally owned facilities.

4.2.6 When a TTO opts out of the BEMAR Pool, the TTO may include the amount described in section 4.2.5 in a negotiated Construction Project Agreement with IHS.

[5/] "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

4.3 Opting Back into the Pools

4.3.1 Opt In Criteria for Both Pools

4.3.1.1 By the dates provided in sections 4.1.3 and 4.2.3, a TTO will notify the DEHE Senior Director and the IHS Agency Lead Negotiator in writing of its intent to opt back into the Pool(s). Its notice must address compliance with criteria for opting back into the relevant Pool.

4.3.1.2 A TTO that has opted out of a pool must meet MIRAC new member criteria at the time the TTO opts back into the pool based on a current (less than one year old) facility condition assessment. (If not otherwise provided through ANTHC's process, or through a Competitive Project pool support agreement, the assessment must be conducted at TTO's own expense).

4.3.1.3 The TTO must be approved by IHS for re-entry for the Pool(s) and negotiate modifications with IHS (in coordination with ANTHC).

4.3.2 Competitive Pool Opt In Criteria

A TTO electing to opt back into the Competitive Pool may do so no earlier than two years after opting out. The TTO must adhere to a one year waiting period after rejoining the Competitive Pool and must opt back in with respect to all of its eligible tribally owned facilities.

4.3.3 BEMAR Opt In Criteria

A TTO electing to opt back into the BEMAR Pool may do so not earlier than four years after opting out. The TTO must adhere to a two year waiting period after rejoining the BEMAR Pool prior to receiving a distribution from the Pool and it must opt back in with respect to all of its eligible federally owned and tribally owned facilities.

4.4 MIRAC Participation

ANTHC will ensure that membership and voting on the MIRAC are adjusted for a TTO that opts out of or opts back into the Competitive Pool and/or the BEMAR Pool so that voting privileges are commensurate with a TTO's level of continuing eligibility and participation.

Alaska Native Tribal Health Consortium

APPENDIX N--1

CERTIFICATION FOR NEW/REPLACED/ADDED SPACE

IHS Area: Alaska

Certification for New /Replaced/Added Space
Agency-Related Program Space

Inclusion Criteria: Having space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.

1)	Tribe or Tribal Organization:

Check one

☐ NEWLY ACQUIRED BUILDING
Not replacing or adding to a building already in the M&I/Equipment database.

☐ REPLACED EXISTING BUILDING
Replacing a building already In the M&I/Equipment dal abase. At the end of this form identify the existing building that was/is being replaced. Describe new building below.

☐ ADDED SPACE TO EXISTING BUILDING
Adding space to building already in the M&I/Equipment database. At the end of this form, Identify existing building being added to. Include only increased amount of space below.

Describe the space proposed to be added into the M&I/E Inventory. For additions to existing buildings, only include the additional space here. Existing building will be identified at the end.

2)	Identification of building meeting inclusion criteria above (name, number etc). Write In "ADDITION" when applicable.		
3)	Location of building (city, state, etc). Leave blank for additions.		
4)	Ownership of building (tribe, private, other). Include lease/rental type where applicable.		
5)	Building construction type. Choose from: trailer. fire resistant, masonry with wood, wood frame.		
6)	Gross square meters of addition or entire building. as applicable.		gsm
7)	Gross square meters or-actual space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
8)	Annual average hours of use per week by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
9)	Maintenance and repair funds currently provided under contract budget, either specifically or part of rental/lease payments.		$

This form is for buildings not required to be in the official IHS/GSA real property inventory. 2/5/99

10)	Briefly describe below the health services provided under the PL 93-638 contract:

Checklist of certifications to attach for space proposed to be added into the M&I/E Inventory.

	BUILDING CODES and STRUCTURAL Attach Certificate of Occupancy or other evidence of meeting national building codes, satisfactory structural condition, and safety standards.	Cost to bring to Standard:	$

	SEISMIC (EARTHQUAKE) Attach seismic survey if applicable; Otherwise, provide basis for exemption..	Cost to bring to Standard:	$

	ENVIRONMENTAL Attach environmental assessment, Including of land.	Cost to bring to Standard:	$

	AS-BUILT SCALE DRAWING Attach as-built scaled drawing. Use metric units and scale.	Cost to bring to Standard:	$

Certified by:	Date:
Mailing Address:	
Phone with area code:	FAX number
E-mail address:	

For replacements and additions, identify existing building below.

11)	Identification of existing building which is being replaced or being added on to. (name, number. etc).	
12)	Location of existing building (city. state, etc).	

Alaska Native Tribal Health Consortium

APPENDIX N--2

ENERGY REPORT

ALASKA AREA Energy Report

SERVICE UNIT:

Facility/Campus Name:

Current Reported SF:

FY 2006	Electricity (KWH)	Electricity Cost	Oil (Gal)	Oil Cost	Natural Gas (kft^3)	Natural Gas Cost	Other Source	Other Cost	Water (Gallons)	Water Cost
October										
November										
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										

Service Unit Facility Manager

Date

Alaska Native Tribal Health Consortium

APPENDIX N--3

FINAL REAL PROPERTY CLOSEOUT REPORT AND INTERIM REAL PROPERTY STATUS REPORT

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, "*Project Name*"
FINAL REAL PROPERTY CLOSEOUT REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Final Real Property Project Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	**$**

4. Project Milestones/Timelines

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

_____

_____

6. Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

_____

_____

_____

7. Buildings (Building Number and Description as identified in the IHS Real Property Inventory). *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

CHIEF FINANCIAL OFFICER CERTIFICATION:

"I certify that the capitalized and expenses amounts for this final report were extracted from the attached General Ledger Summary. A successful independent audit of the organization was conducted in accordance with the Single Audit Act for the period in which the project was awarded and funded improvements completed. This information will enable the Indian Health Service to carry out its responsibilities under the Chief Financial Officers Act for reporting capital improvements made to federal facilities."

_____ Date: _____

Type Name of Chief Financial Officer
Type Name of Tribe/Tribal Organization

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, *"Project Name"*
INTERIM REAL PROPERTY STATUS REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Interim Real Property Status Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

_____

_____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

_____

_____

_____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

Alaska Native Tribal Health Consortium

APPENDIX N--4

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix N – 5

Environmental Information and Documentation Form

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title	Date	Environmental Coordinator	Date

Appendix N-6

Actions Requiring IHS Environmental Review and Determination

APPENDIX [Z] – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by [Co-Signer], [Co-Signer] shall submit a proposal package that includes a completed Project Summary Document (See Appendix [X-4]) and Environmental Information and Documentation Form (See Appendix [Y]) to the IHS. Coordination time between [Co-signer] and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between [Co-signer], IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

Action		Expected Timelines
Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
☐	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
☐	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
☐	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
☐	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
☐	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
☐	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
☐	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

☐	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
☐	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
☐	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
☐	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
☐	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
☐	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
☐	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
☐	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow [Co-signer] and IHS to resolve them early.

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
FUNDING AGREEMENT
APPENDIX O
SECTION 105(*l*) LEASED PROPERTIES
Effective as of October 20, 2023

The following list of facilities identifies the sites where ANTHC owns, leases, occupies, or otherwise uses to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement.

1. Consortium Office Building
2. Diplomacy Building
3. Healthy Communities Building
4. ANTHC Education and Development Building
5. 88th Avenue Warehouse
6. University Lake Medical Center
7. Alaska Pacific Medical Building
8. Lake Otis & 56th Warehouse
9. Creekside Apartments
10. Post Road Warehouse

FUNDING AGREEMENT
BETWEEN
THE ALEUTIAN PRIBILOF ISLANDS ASSOCIATION, INC.
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
FISCAL YEARS 2015-2017

Amendment Effective January 1, 2015

In accordance with Section 11(A) of the Aleutian Pribilof Islands Association (APIA) FYs 2015-2017 Multi-Year Funding Agreement (MFA), APIA's MFA is amended as follows:

> The following sentence is to be added at the end of **Section 2 – Obligations of APIA:** "APIA ceased to provide any PSFAs to The Aleut Community of St. Paul as of January 1, 2015."

Aleutian Pribilof Islands Association, Inc. - on Behalf of Itself and Certain Alaska Tribes Identified Herein.

By: _____ 4-21-16
Dimitri Philemonof, President/CEO — Date

United States of America
Secretary of
Department of Health and Human Services

By: _____ 8/16/16
Director, Indian Health Service — Date

RECEIVED
AUG 17 2016
OTSG

FUNDING AGREEMENT

BETWEEN

THE ALEUTIAN PRIBILOF ISLANDS ASSOCIATION, INC.

AND

THE SECRETARY OF HEALTH AND HUMAN SERVICES

OCTOBER 1, 2014

FISCAL YEARS 2015-2017

FUNDING AGREEMENT BETWEEN
CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
ALEUTIAN PRIBILOF ISLANDS ASSOCIATION, INC.
AND THE
SECRETARY OF THE DEPARTMENT OF HEALTH & HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2015-2017

This Funding Agreement (FA) is entered into by and between certain Alaska Native Tribes served by the Aleutian Pribilof Islands Association, Inc. (hereinafter "APIA" or "Co-Signer"), and the Secretary of the Department of Health and Human Service of the United States of America. These Tribes (namely, Atka, Belkofski, Nikolski, Saint Paul, Unalaska, and St. George for a limited scope) have authorized APIA to sign this FA for them and to be responsible for and carry out the terms of this FA.

Section 1 — Obligations of the Indian Health Service.

A. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's FA. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act (IHCIA), the Indian Self-Determination and Education Assistance Act (ISDA), as amended, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between APIA and certain other Co-Signers thereof and the United States in Fiscal Years 2015-2017.

In addition, although funds are provided from Headquarters and the Area Office (Alaska Area Native Health Service (AANHS)) in support of the ATHC, the IHS will agree to continue to make available to APIA PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by the IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this FA, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of the IHS.[1] The "Memorandum of Agreement Describing the Continuing Services Agreement of the IHS, Alaska Area Native Health Service" among the Co-Signers and the AANHS reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and APIA will not be denied access to such PSFAs from Headquarters. Specifically, APIA will receive the following PSFAs from the IHS Headquarters:

1. **Information Services.** The IHS will provide the full range of Office of Information Technology (OIT) national support to the ANTHC and ANMC. OIT will provide specified services directly to APIA. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC Agreement. Upon request of ANTHC, after good faith efforts to resolve APIA's technical issue, OIT's support of APIA will include technical support needed on-site by APIA. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

1/ All references to Appendix A and Appendix B in this Agreement are to the Appendix for the applicable fiscal year.

Division of Information Resources Provides:	Directly to ANTHC	Directly to APIA	Indirectly to APIA through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

2. Access to Training and Technical Assistance.

(A) To the extent funds are retained by the IHS, APIA shall have access to training, continuing education, and technical assistance in the manner and to the same extent APIA would have received such services if it were not a Self-Governance Co-Signer.

(B) APIA, which is part of the Anchorage Service Unit, has historically received certain PSFAs from the ANMC and the AANHS. Responsibility for these PSFAs has been transferred to the ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, APIA has for historical tracking purposes created a separate document entitled "Memorialization of Historical Level of PSFAs Provided by

ANMC and AANHS." The PSFAs listed in this document are taken from APIA's FY 1999 FA. The document is available for review upon request, and if attached to this FA, is so attached only for the purpose of identifying historical levels of PSFAs received by APIA from ANMC and AANHS, and is specifically not made a part of this FA.

3. **Intellectual Property.** In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR 74.36 and 45 CFR 92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by APIA under this and previous FAs and contracts APIA has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS.

4. **Leases.** The IHS must report on its federally-leased facilities. APIA agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where APIA has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to APIA a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to APIA. In administering these leases, the IHS will work with APIA to ensure that each lease is in compliance with the standards referenced in the VBC lease.

Section 2 — Obligations of APIA. This FA obligates APIA to be responsible for and to provide health PSFAs, identified in Section 3, utilizing the resources transferred under this FA and other funds as they may become available to APIA. This FA further authorizes APIA to consolidate and redesign PSFAs as provided in Title V of the ISDA, and the ATHC. Whether providing, purchasing or authorizing health care services described in the Compact and this FA, in accordance with Section 2901(b) of Pub. L. 111-148, 25 U.S.C. § 1623(b), and as otherwise provided by law, APIA shall be the payer of last resort. APIA is committed to and will strive to provide quality health services and will strive to meet standards APIA believes to be appropriate and applicable to the delivery of such health services.

Section 3 — Tribal Programs and Budget.

A. APIA agrees to administer, provide, and be responsible for the health care PSFAs identified below in accordance with the ATHC and this FA. For the purposes of this FA, APIA's General Budget Categories consolidate related health PSFAs, regardless of funding source, as follows:

1. **CLINICAL CARE SERVICES:** APIA is committed to quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions required in the delivery of health care services and the planning and implementation of an RPMS Electronic Health Records System.

(A) St. Paul and Oonalaska Health Centers: Under a comprehensive health care delivery plan, APIA agrees to provide a full range of outpatient health care and ancillary services, staffed by Mid-Level Providers and CHA/Ps, including:

- acute, chronic, therapeutic and preventive patient services
- emergency services and minor surgery

(B) Community Health Aide/Practitioner Clinics: Clinics which are not designated Health Centers are staffed by Community Health Aides/Practitioners (CHA/Ps) and itinerant Mid-Level Providers. In locations with CHA/P's, Community Health Aide Training and Supervision (CHATS) is coordinated and supported. Dental services may be provided by CHA/Ps under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board. The IHS retains the responsibility, pursuant to Section 119 of the IHCIA, as amended at 25 U.S.C. § 1616*l*, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners as those terms are defined and used in the CHAPCB Standards and Procedures. Clinics providing services to Alaska Native beneficiaries by APIA, in addition to health centers at St. Paul and Unalaska, are Nikolski and Atka. Primary care services to the Belkofski IHS beneficiaries are provided through a contract for services from the King Cove clinic. Itinerant services and clinical support may be provided to other locations as may be needed or requested.

(C) Contract Health Services: support unmet health services currently not available directly within the APIA health care delivery system.

(D) Emergency Medical Services (EMS): provides services in accordance with state and federal guidelines to lower the incidence of accidental death and disability by providing various levels of EMS training; while continuing to develop the basic life support system.

(E) Itinerant and Field Services: Itinerant and field services, including, but not limited to, physician, dental, optometry, audiology, and other specialty services to the extent of available resources will be provided directly, or such services will be coordinated through collaborative agreements with ANTHC or the SCF, and appropriate referrals will be made as necessary.

(F) Telemedicine: Provides telemedicine access to Anchorage-based medical facilities in a manner to enhance patient care at our clinics and health centers.

(G) Diabetes: Provides diabetes health promotion and disease prevention (HP/DP) services and activities throughout the region including Atka, Belkofski, Nikolski, Saint Paul, Unalaska and St. George, and dialysis treatment as provided under Section 204(d) of the IHCIA, as amended at 25 U.S.C. § 1621c, and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services.

2. COMMUNITY HEALTH SERVICES:

(A) Behavioral Health Program: provides services to reduce substance abuse, mental health and associated problems through outpatient services, prevention/education, referral service, outreach services (including transition supportive housing to provide a sober environment for those transitioning out of the community for treatment or transitioning back to the community from a successful discharge from treatment), and community involvement, including community wellness initiatives and community-based suicide prevention and methamphetamine prevention and treatment. Community-based Behavioral Health services will be provided under a certified Behavioral Health Aide program, upon completion of the certification process. These programs are operated in coordination with other funded programs, and in collaboration with other entities, and will be provided in accordance with § 702 of the IHCIA, as amended.

(B) Health Promotion: provides services to inform, educate, and motivate residents to adopt healthy lifestyles including, tobacco education, FAS/FAE, nutrition education, and counseling (including breast feeding support), physical therapy and exercise activities, health screening and testing (including hemoglobin testing) and referral services as appropriate. Services and information may be provided within the entire APIA region.

(C) Community Wellness Advocate (CWA) Program: provides village-based services to determine health needs, improve health knowledge, and to promote healthy lifestyles and practices; provides advocacy services; and provides administrative services.

(D) Elder Services: provides nutritional foods and nutrition education to the extent of available resources and facilitates access to other resources appropriate to elders. Medical, public health, and preventive services may be provided in support of assisted living services or assisted living facilities as funding allows, and patient advocacy.

(E) Home-Based Services: Home health services and homemaker services (including but not limited to services to elders, disabled persons, and other homebound patients, palliative home care and other end of life services, such as hospice care), comprehensive health care nursing services and long-term care for the elderly, disabled and others needing long term care as APIA determines to be appropriate as well as care coordination to assist with long term care planning and patient advocacy. Such services may also include Assisted Living Services. APIA will provide hospice care, long term care and assisted living services in accordance with the requirements at Section 205 of the IHCIA, as amended at 25 U.S.C. § 1621d.

(F) Transportation Services: In addition to the medical services/activities identified above, a Referral/Transport system from the facilities of APIA to and from the next higher level of care (ANMC or other health facility) will be maintained (e.g. patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as APIA deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by fishing boat or private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. APIA may provide the above transportation services in accordance with Section 213 of the IHCIA, as amended at 25 U.S.C. § 1621*l*.

3. **OTHER PROGRAMS/SERVICES FUNDED:** This FA includes PSFAs resulting from Tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out PSFAs that may be included in the FA pursuant to Section 505 of Title V and Article III, Section 6 of the ATHC.

APIA will complement and supplement the PSFAs described in Section 3 with funding from sources other than the IHS through this FA, subject to the availability of funds from such other funding sources. Consistent with Article III, Sections 5, 6, and 7 of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

(A) Tribal Management Support: (1) provides appropriate levels of staff to meet program and service goals, to include Native development training; (2) establishes and facilitates coordination and cooperation between APIA and other agencies such as-federal, state, private, and regional agencies concerned with health status and care for Alaska Natives and American Indians.

(B) Public Health and Epidemiology: Directly and/or through the ANTHC's Epidemiology Center, APIA carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiably health information for the purpose of

(1) preventing or controlling disease, injury, or disability;
(2) reporting disease, injury, and vital events such as birth and death;
(3) the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries; and
(4) Cancer education.

(C) Any new health care programs funded during FYs 2015-2017 including, but not limited to, funded programs identified in the IHCIA.

(D) Any new health care program resulting from the reallocation of funds and redesign of programs during FYs 2015-2017 which will be in accordance with the terms of the ATHC.

(E) APIA, which is part of the Anchorage Service unit, provides, facilitates and cooperates with field clinics and other services delivered by ANTHC, SCF, ANMC, and other Tribal health organizations through collaborative agreements or other arrangements, including referrals to ANMC and-contract health care facilities.

(F) Telehome services to provide additional health information and care, especially to home-bound patients.

B. Tribal Facilities and Locations. APIA provides health care services to eligible

beneficiaries from its Anchorage headquarters location and from facilities located at, but not limited to: Atka, King Cove (for the Belkofski Tribe), Nikolski, St. Paul, Unalaska and St. George. In addition, primary health care services are provided to eligible Belkofski Native beneficiaries at the King Cove clinic through a contractual agreement. The Area Division of Planning, Evaluation and Health Statistics shall compile and forward a list of these facilities and locations annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

C. **Maintenance and Improvement Funds**. APIA agrees to use Maintenance and Improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2015-2017 or any comparable Act of Congress that contains the subject appropriations and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 4 — Amounts Available During the Term of This Agreement.

A. The following amounts shall be made available to APIA pursuant to the ATHC and Title V of the ISDA, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I.[2]

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds.[3]	$3,896,811
Non-Recurring: Inclusive of non-recurring contract support funds and such other funding, which may be added.	$1,598,900
Subtotal (This amount is subject to change if justified by reconciliation of prior year funding.)	$5,495,711
Area "Tribal" Shares: Includes funding identified from Area Office and identified in Appendix A to this FA.	$175,368
Headquarters Tribal Shares - "Tribal Shares Adjustment Pool" including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been	$123,361

2/ For other fiscal years to which this FA is applicable, a replacement Appendix A will be negotiated between IHS and APIA for the respective year and amended to this FA and incorporated by reference accordingly.
3/ A break out of these recurring funds is shown in APIA Appendix A, which cites the source document used to determine the amount, and is fully incorporated herein.

	Annual Funding
determined. The final amount due shall be determined as set forth in this FA or by Appendix.[4/]	
Headquarters Tribal Shares - "Program Formula Pool" - includes all additional funds which the IHS may make available on a program formula basis during the year based on the program identified and accepted for this allocation in Appendix A.	$0
Subtotal - Tribal Shares	$298,730
TOTAL ATHC FUNDING[5/]	$5,794,440

These amounts are subject to additions for Medicare, Medicaid, and other reimbursements and for new funds received during the term of this FA including amounts that have historically been distributed as non-recurring funds under Title I of the ISDA.

The recurring base amount shown above includes $57,584 that APIA received recurring in FY 2007 for congressionally appropriated alcohol grant funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2015-2017 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring Co-Signer signature as described in Section 11 of this FA.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $20,881 is for Equipment Replacement; the Equipment Replacement amount paid as a part of the lump sum due the Co-Signer was determined by multiplying the FY 2014 Equipment Replacement amount paid to the Co-Signer by 90%. The final Equipment amounts paid in FYs 2015-2017 will be based on the final FYs 2015-2017 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2015-2017 Equipment Replacement allocations is less than the 90% calculation, the Co-Signer will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

Of the amount shown above for non-recurring program funds, $91,812 are for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as a part of the

4/ Headquarters shares were allocated to each Co-Signer according to an Alaska Area open tribal caucus approved methodology and are subject to adjustment based on ATHC agreements. Amounts identified in Appendix A reflect the current agreement of the ATHC Co-Signers.

5/ Because full funding amounts for FYs 2015-2017 have not been fully identified and reconciled as of the time this FA is being executed, all amounts to be paid in FYs 2015-2017 are estimates and are subject to amendment to reflect the full amount due for FYs 2015-2017.

lump sum due APIA was determined by multiplying the FY 2014 Routine M&I amount paid to the Co-Signer by 90%. The final Routine M&I amounts paid in FYs 2015-2017 will be based on the final FYs 2015-2017 Routine M&I allocations. If the final Routine M&I amounts, as determined by the final FYs 2015-2017 Routine M&I allocations, is less than the 90% calculation, APIA will return the difference to the IHS. See also Appendix A, footnote to line 19 on page 6.

The parties agree Section 505(b)(2) of the Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to APIA's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add APIA's FYs 2015-2017 Diabetes grant to this FA after the grant has been awarded. Grant funds will be paid to the APIA as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. APIA will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. APIA will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

B. Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 450j-1 and §458aaa-7(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2015, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 450j-1, is $1,833,275, including $194,870 for direct CSC and $1,638,405 for indirect or indirect-like CSC.6 This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 450j-1, and, to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

C. Base Budgets.

1. Categories and Base Year. At the end of the first period of the base budget period, the IHS and Co-Signers have agreed to extend the three-year (FY 98 -

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6/ For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and APIA for the respective year and amended to this FA in Appendix A.

FY 2000) base budgets implemented for the ATHC. The following categories are subject to base budgeting for the base year period, as noted below:

Category of Funding	Base Period or Base Funding	Extended Through:
Area Tribal Shares	Not Included	N/A
Headquarters TSA amounts[7/]	FY 97	FY 2017
Equipment Replacement Funding	Not Included	N/A

2. **Adjustments.** Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6(a) "Adjustments Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs.[8/] Adjustments also shall be permitted when Co-Signer(s) chooses to restrict or un-restrict previously "restricted" or "unrestricted" IHS Headquarters categories, provided that restrictions shall be changed only during annual negotiations. APIA also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted. APIA shall also remain eligible for the distribution of additional IHS Headquarters tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 — Method of Payment.

A. **Payment Schedule.** Except as provided in subsections A, B, and D of this section, all funds identified in Section 4 of this FA shall be paid to APIA, in accordance with Article II, Section 4 (a) of the ATHC; payment to APIA to be made as follows: One annual payment in lump sum to be made annually in advance by check or wire transfer.

B. **Availability of Tribal Shares.** APIA will be paid 100 percent of negotiated Headquarters and Area Tribal Shares in its initial lump sum payment for each year under the term of this FA.

C. **Buyback/Withhold.** APIA may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the federal government

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7/ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.
8/ This includes addition of new Facilities when the addition of these Facilities includes an increase in equipment funds identified for the new Facilities.

under Article V, Section 22 of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to APIA are set forth in the Buyback/Withhold Agreement between the IHS and APIA, which is attached as Appendix C to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold FA for FY 2015 shall be .20 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold FA, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

D. **Periodic Payments.** Payment of funds otherwise due to APIA under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of APIA by check or wire transfer.

Section 6 — Adjustments.

A. **Due to Congressional Actions.** The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to APIA in this FA shall be adjusted as necessary, after APIA has been notified of such pending action and subject to any rights which APIA may have under this FA, the ATHC, or the law.

B. **Due to Tribal Contracting or Compacting.** Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or FA pursuant to the ISDA, adjustment to funding amounts under this FA will be negotiated.

Section 7 — Records. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by APIA shall not be treated as federal records under Chapter 5, Title 5 United States Code except that:

A. Patient medical records and financial records and personnel records may be disclosed only in accordance with the federal Privacy Act of 1974, 5 U.S.C. § 552a(b); and

B. Pursuant to Section 105(o) of Title I, the medical records generated by APIA shall, at the option of APIA, be stored with the National Archives and Records Administration, and APIA shall have access to such records.
Confidentiality of records shall be addressed as follows: APIA will seek to comply with the Administrative Simplifications provisions of HIPAA, including but not limited to, privacy, security, transactions and codes sets regulations, codified as 45 CFR Parts 160, 162 and 164. If a record is not subject to HIPAA, APIA will comply with Privacy Act

procedures. IHS retains the responsibility for HIPAA compliance for retained IHS health care component activities.

C. APIA operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with Section 805 of the IHCIA, as amended at 25 U.S.C. §1675.

Section 8 — Program Rules. APIA will make a best effort to carry out the health PSFAs in this FA in compliance only with those program regulations, guidelines, and directives approved by the APIA Board of Directors and with CHA/P certification standards to the extent such standards have been established. Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, APIA does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V.

Section 9 — Retrocession and Discontinuance.

A. Retrocession. The retrocession provisions of Section 506(e) of the ISDA, as amended, are herein adopted, except that the effective date of a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided as follows: Retrocession may be effective with less than one year's notice, providing the Tribe or Village requesting retrocession, APIA and IHS agree to an effective date of less than one year from the date of the retrocession request.

B. Discontinuance. APIA may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request, may be less than one year upon approval of all authorizing Tribes and the IHS.

C. Withdrawal Procedures.

1. **Process.** Unless otherwise prohibited by law, and in accordance with Section 506 (g) of Title V, a tribe or tribal organization may withdraw from a participating tribal organization, fully or partially, any program, function, service or activity (or portions thereof) included in the ATHC or FA, and such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on:

   (A) the earlier of (i) one year from the date of submission of such request; or (ii) the date on which the FA expires; or

(B) such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the ATHC and FA on behalf of the withdrawing Indian tribe or tribal organization.

2. **Distribution of Funds.** When a Tribe proposing to enter into a contract under Title I or a ATHC and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or Title V ATHC and FA. The IHS shall retain any funds removed, but not awarded in a Title 1 Contract or Title V ATHC and FA.

Section 10 — Consolidation of Contracts and Previous FAs. Funds from all previous FAs under the ATHC shall transfer into this FYs 2015-2017 FA for PSFAs, materials, and facilities provided to the Tribes represented by APIA.

Section 11 — Amendment or Modification of this FA.

A. **Form of Amendments.** Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through APIA as authorized by resolution, APIA and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

B. **Services from IHS.** Should APIA determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from APIA back to the IHS and the pro-rata share of funding for that program, activity, function or service shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to APIA.

C. **Due to Addition of New Programs.** Should APIA determine that it wishes to provide a PSFA of the IHS not included in this FA, APIA shall submit a proposal to the IHS to provide such PSFAs. The parties agree to negotiate such a proposal and, should the parties fail to reach an agreement, APIA may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. Proposals submitted pursuant to this section shall be treated as a request for amendment to the FA and, once

approved by the IHS at the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to this FA.

D. Due to Availability of Additional Funding. APIA shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to AANHS as recurring or non-recurring funds, and this FA shall be amended to provide for timely payment of such new funds to APIA. Such amendment shall be originated and prepared within 30 days by the AANHS Office and executed through the Area Office in consultation with the APIA.

E. Other Adjustments. Upon written authorization by APIA and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to APIA for the purpose of reimbursing the IHS for services or equipment provided to APIA to assist APIA in carrying out the terms of the ATHC and this FA.

F. General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by APIA shall be submitted in writing to the IHS, Alaska Area Director, with a copy to the Office of Tribal Self-Governance at the IHS. Except as provided with respect to the incorporation of provisions of Title I under Article V, Section 21, of the ATHC or as provided in paragraphs D and G of this section, a request to amend or modify this FA submitted by APIA shall be processed in accordance with Section 507 (b) – (d) of Title V and all provisions of those subsections are incorporated herein for this purpose.

G. Funding Increases.

(1) Written consent of APIA shall only be required for issuing amendments for those funds which:

(A) require a change to Section 3 – Tribal Programs and Budget;
(B) require a specific commitment by APIA (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
(C) reduce funding other than changes in Congressional appropriations pursuant to Section 6A.

(2) Amendments not requiring written consent may include, but are not limited to:

(A) Program/Area/HQ Mandatories;
(B) Program/Area/HQ End-of year Distributions;
(C) CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid, in whole or in part, by an alternate resource or cancels for any reason, APIA will return the unused amount to the IHS CHEF account;
(D) CHS Deferred Services;
(E) Routine Maintenance & Improvement;
(F) Collections and reimbursements.

(3) Amendments reflecting payment of these funds shall be provided to the APIA after any such funds are added to the FA. APIA retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

Section 12 — Medicare/Medicaid and Other Third Party Recoveries. APIA has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. APIA is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and other third party payers for services under this FA (and previous annual FAs) in accordance with Section 401 of the IHCIA, as amended by P.L. 111-148, 25 U.S.C. § 1641 (previously Section 401 of such Act, as amended by P.L. 106-417), and Section 206 of such Act, 25 U.S.C. § 1621e, as amended. Any funds recovered by APIA through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by APIA, or for such services previously provided by the IHS in a PSFA now operated by APIA, shall be the property of APIA and shall be considered program income to be utilized by APIA as provided in Article III, Section 7 of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 of the ATHC. APIA has the right to recover reimbursement from certain third parties for the reasonable charges for health services in accordance with Section 206 of the IHCIA, as amended at 25 U.S.C. § 1621e.

Section 13 – Utilization of Federal Real Property.

A. For all property assets, including facilities, managed by APIA under this FA that are federally owned, APIA agrees to assist the IHS with its reporting requirements associated with Federal ownership of this property.

1. The IHS must keep its facility condition assessment current (i.e. not more than five years old). APIA agrees to collaborate with the ANTHC on scheduling and conducting facility condition assessment surveys for federally-owned facilities under APIA management. The costs of these surveys will be estimated in concert with the ANTHC Maintenance and Improvement Resource Allocation Committee (MIRAC).

2. The IHS must identify historic real property assets and ensure that the information is current. From time to time, the IHS is required to assess IHS real property holdings in Alaska. The IHS may either perform these assessments directly or by use of a contractor. APIA agrees to provide reasonable access to facilities. IHS will provide APIA with a copy of the draft assessment and consider any comments APIA may submit.

3. The IHS must keep an accurate and current inventory of real property assets. APIA agrees to provide the certification form included in appendix D-1 - Certification for New/Replaced/Added Space annually to the AANHS for any new, replaced, or added space to a federally owned facility, or other changes in space utilization.

4. The IHS must report Energy Data for federal facilities. APIA agrees to submit to ANTHC (DEHE) energy data, as specified in Appendix D-2 - Energy Report.

5. For projects starting on or after October 1, 2005, the IHS must report all capital improvements made to federal facilities which exceed $100,000. APIA agrees to provide a Final Real Property closeout Report specified in Appendix D-3 - Final Real Property Closeout and Interim Real Property Status Report to ANTHC DEHE on each project within 120 days of its beneficial use of the facility or an interim report using Appendix D-3 - Final Real Property Closeout and Interim Real Property Status Report without the Chief Financial Officer certification if the project is not completed for beneficial use. APIA agrees to provide the applicable report by March 31st of each fiscal year.

6. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless APIA has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix D-6. Where APIA plans to undertake an action, as described in Appendix D-6, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and APIA has not assumed these responsibilities, APIA will provide the IHS with a Project Summary Document (see Appendix D-4) and a completed Environmental Information and Documentation Form (see Appendix D-5) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by APIA until the IHS completes its compliance responsibilities and so advises APIA with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

7. When planning to fund a construction project using non-IHS funds in a federal facility or on federally owned land, APIA will notify the IHS AANHS in order to initiate the approval process.

Section 14 — Operation and Maintenance of Quarters.

(a) APIA shall be responsible for operation, management and maintenance of all housing facilities owned by the Federal Government and managed by APIA in accordance with the APIA Housing Policy approved by APIA. The Alaska Landlord-Tenant Law does not apply to Federal Government housing.

(1) APIA shall be responsible for assigning all APIA and Federal Government employees eligible under the APIA Housing Policy to quarters under APIA jurisdiction.

(2) APIA shall be responsible for the day-to-day operation of the quarters under its jurisdiction, including but not limited to routine maintenance and up-keep of heating systems, appliances, utilities and furnishings, grounds, and the building structure.

(3) APIA shall inspect quarters for damages and cleanliness upon the tenant vacating the premises to assess any damages identified as belonging to the tenant. If the quarters require cleaning and/or any tenant-assessed damage is found, the tenant shall have the opportunity to make arrangements for cleaning and repairs at tenant's expense and to the satisfaction of APIA.

(b) Quarters Return (QR) Fund Management.

(1) APIA may establish rental rates and collect rents for federally owned quarters in compliance with section 309 of the IHCIA, as amended at 25 U.S.C. § 1638a. All occupants of federally owned quarters, with the exception of approved volunteers, students and beneficiaries eligible under Section 5 of this provision, shall be assessed charges for rent, special services (e.g., house-keeping, snow removal and trash removal), and utilities in accordance with the rental rates established by APIA.

(2) APIA shall collect quarters' rent and utility charges (where utilities are not payable directly to the utility provider) directly from tenants, including from Federal employees who occupy the quarters. APIA will provide notices to the affected federal employees that APIA has elected to directly collect from them under Section 309 of the IHCIA, as amended at 25 U.S.C. § 1638a(b). Upon receipt of such notice, the affected federal employees shall pay rent for occupancy directly to APIA.

(3) Patients boarding in Boarders Quarters shall be billed at the established rate. APIA shall not be required to charge beneficiaries who must occupy such quarters for medical reasons authorized by the attending Physician. If a patient boarder has a third party source reimbursement providing lodging coverage, the third party source of reimbursement shall be billed for lodging. Patient boarding receipts shall be program income under this FA.

(4) All Quarters receipts collected by APIA and all quarters collections from federal government employees shall be deposited into an APIA-managed account and accounted for separately. Such funds shall be applied only to the operation, maintenance, and management of such quarters. All such funds shall remain available for such functions until expended.

(5) Nothing in this Section shall be interpreted, construed, or applied to restrict the sole discretion and authority of APIA to issue certifications for rental deductions for income tax purposes to employees hired directly by the APIA and to federal employees employed in the APIA service area.

(c) Other Funding For Quarters Repair Projects.

Quarters repair or improvement projects which are expected to exceed APIA's QR funds shall be submitted to the Director, Division of Health Facilities, as part of APIA's FEPP to be considered along with other Area Health Facilities Projects for Maintenance and Improvement funding or other types of funding available for IHS-owned quarters.

Section 15 — Service to Non-Beneficiaries. Services may be provided to non-beneficiaries (i.e., persons who are not Alaska Native or Indians) on a fee-for-service basis in accordance with and subject to the provisions of Section 813(c) of the IHCIA, as amended, and the resolution of the APIA Board of Directors, attached hereto.

Section 16 — Memorializing Disputes. The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Section 507 (b) – (d) of Title V, or at APIA's option may be set forth in an attachment to this FA, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment, if any, shall not be considered a part of this FA, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. APIA does not waive any remedy APIA may have under the law with regard to these issues and any others not listed herein.

Section 17 — Federal Tort Claims Coverage. The FTCA applies to APIA's PSFAs under this FA as provided in Section 516(a) of Title V [which incorporates Section 102 (d) of Title I of the ISDA and Section 314 of P.L. 101-512] and Article V, Section 3 of the ATHC. The

extent of coverage is described more particularly in 25 CFR Section 900.180-900-210. APIA and its employees carrying out statutorily mandated grant programs added to an FA are covered by the FTCA. There is no requirement that APIA purchase liability insurance to protect or indemnify the federal government. Whether the FTCA applies in any particular case is decided on an individual case-by-case basis, first by the Department of Justice and subsequently by the federal courts. APIA may purchase liability insurance supplemental to FTCA coverage which is an allowable cost under this FA. A health care practitioner, who has been given privileges in a health facility operated by APIA will be extended FTCA coverage in accordance with 25 U.S.C. § 1680c(e).

Section 18 — Memorandum of Agreement with Member Villages. Funds provided under this FA may be allocated to and expended by an Alaska Native Village (Village), which is a party to this Agreement in accordance with the terms of the ATHC, this FA and an agreement approved by APIA and the Village. The FTCA shall apply to PSFAs carried out by the Village under such agreement and to the Village and its employees to the same extent as if they had been carried out directly by APIA. Such an agreement may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignments shall be subject to the approval of the AANHS Director. APIA shall be responsible for assuring compliance by the Village with the ATHC, this FA and such agreement.

Section 19 — Severability. This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the ATHC.

Section 20 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 458aaa-15(b), APIA exercises its option to include the following provisions of Title I of the ISDA as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the ISDA.

20.1. 25 U.S.C. § 450b(e) (definition of "Indian Tribe");
20.2. 25 U.S.C. § 450h(b) (related to grants for health facility construction and planning, training and evaluation);
20.3. 25 U.S.C. § 450j(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
20.4. 25 U.S.C. § 450k(b), (conflicting provisions of law);
20.5. 25 U.S.C. § 450*l*(c), section 1(b)(8)(F) (screener identification);
20.6. 25 U.S.C. § 450*l*(c), section 1(b)(9) (availability of funds);
20.7. 25 U.S.C. § 450*l*(c), section 1(d)(1)(B) (construction of contract);

Section 21 – Exemption from Fees. In accordance with Section 124 of the IHCIA, as amended at 25 U.S.C. §1616q, employees of the APIA health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the IHS are exempt from such fees.

Section 22 – Licensure. Licensed APIA health professionals will be licensed in accordance with Section 221 of the IHCIA, as amended at 25 U.S.C. § 1621t.

Section 23 – Purchase of Health Coverage. APIA may use federal funds for purchase of health care coverage in accordance with section 402 of the IHCIA, as amended at 25 U.S.C. § 1642.

Section 24 – Federal Insurance. IHS will assist APIA to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which APIA may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 25 - Effective Date and Duration. This FA shall become effective on October 1, 2014, and remain in effect through the 2017 federal Fiscal Year or until a successor FA is negotiated and becomes effective pursuant to Article II, Section 12 of the ATHC.

United States of America
Secretary of
Department of Health and Human Services

By: _____ 8-Jul-16
Director, Indian Health Service Date

Aleutian Pribilof Islands Association, Inc. - on Behalf of Itself and Certain Alaska Tribes Identified Herein.

By: _____ 4-21-16
Dimitri Philemonof, President/CEO Date

Aleutian Pribilof Islands Association, Inc.

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2015

Tribal Share Summary Aleutian Pribilof Islands Association, Ir	Total FY 2015 legotiated Amount	APIA Restricted	Total Due APIA	Initial Lump Sum Payment
Area TS Amount	$183,360	$7,992	$175,368	$175,368
	0		0	0
Subtotal Area TS Amount	$183,360	$7,992	$175,368	$175,368
Headquarters TSA Amount	$139,656	$16,295	$123,361	$123,361
Headquarters Other Program Formula (O	$9,570	$9,570	$0	$0
Subtotal Headquarters TS amounts	$149,226	$25,865	$123,361	$123,361
Total Tribal Shares	$332,586	$33,857	$298,730	$298,730

Driving Variables Aleutian Pribilof Islands Association, Ir	FY 2015
Population (2010 Census AN/AI popul	954
Tribes (Federally Recognized Tribes)	6
Recurring Base - FY 2013 (less VBC)	$3,981,224
Percentage of Total Area TS (of all Ala	1.43572%
Percentage of ATHC (of all Title V Ala	1.45352%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Aleutian Pribilof Islands Association, Inc	FY 201
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares
Aleutian Pribilof Islands Association, Inc.

Line #	Budget Activity/Service	Total Area FY2015 Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	APIA AK Dist.	APIA Retained	APIA Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,260,350	$0		$0	##########	$161,667		$161,667
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,028,572	$2,283,091	$676,132	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,655,763	$185,820	$191,716	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$95,000	$0	$95,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,763	$54,720	$230,375	$203,668	$0	$0		$0
8	Human Resources	$848,841	$210,962	$355,711	$282,168	$0	$0		$0
9	Human Resources (ANMC) fu	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTI	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$7,439	$7,439	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$2,827		$2,827
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$2,802	*$0*	$2,802
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHI	$14,361,631	$2,734,593	$1,567,934	$9,148,927	$910,177	$13,068	$7,439	$5,628
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-	$5,900,494	$244,466		$5,127,476	$528,552	$7,589		$7,589
22	Real Property/Realty (FSA)	$145,748	$92,682		$14,547	$38,519	$553	$553	$0
23	Health Facilities/Main./ Spec. I	$1,364,611	$114,204		$1,216,669	$33,738	$484		$484
24	Subtotal OEHE	$7,410,853	$451,352	$0	$6,358,692	$600,809	$8,626	$553	$8,073
25	**TOTAL AREA OFFICE**	$33,032,833	$3,185,945	$1,567,934	$15,507,619	##########	$183,360	$7,992	$175,368

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY14 changes allocated to TS, Residual, & Transitional as of 8.25.14. In FY 2015 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2015 Area proposed residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring bas

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2015 proposed transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs".

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY15 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% Rec. Base (less VBC).

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of s

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Aleutian Pribilof Islands Association, Inc.

Sub Act.	Line Item	Account	TSA	PF	BB	National 2014 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares APIA Eligible shares *Column 3*	Co - Signer APIA Leaves *Column 4*	Co - Signer APIA Due *Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$917,812	107,200	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	137,044	$1,992	$0	$1,992
	105	Management Initiatives		x		#########	236,978	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$97,203	11,101	$161	$161	$0
	107	H.P./D.P. Initiatives	x	x		#########	198,359	$2,883	$0	$2,883
	110	N.E.C.I.	x			#########	122,932	$1,787	$0	$1,787
	111	Nurse Initiatives	x			#########	138,943	$2,020	$0	$2,020
	112	Nursing Co-steps	x			$636,707	71,671	$1,042	$0	$1,042
	113	Senior Clinicians	x			$273,439	30,786	$447	$0	$447
	115	Emer. Medical Svcs	x			$458,676	41,575	$604	$0	$604
	117	Traditional Advocacy Prog.	x			$99,174	11,164	$162	$0	$162
	118	Research Projects	x			#########	141,228	$2,053	$0	$2,053
	119	A.A.I.P. Contract	x			$26,355	2,965	$43	$0	$43
	120	Clinical Support Center-Phoeni	x			#########	201,447	$2,928	$451	$2,477
	121	Co-steps Non-physicians	x			$80,214	9,017	$131	$0	$131
	123	Physician Residency	x			$271,905	30,612	$445	$0	$445
	124	Recruitment/Retention	x			#########	227,820	$3,311	$0	$3,311
	125	U.S.U.H.S., etc.	x			#########	338,917	$4,926	$0	$4,926
	126	DIR Support Fund	x			#########	#######	$39,772	$11,057	$28,715
	127	Evaluation	x			#########	117,957	$1,715	$0	$1,715
	128	National Indian Health Board	x			$452,654	50,617	$736	$0	$736
	129	Albq./HQ Administration	x			$878,068	111,498	$1,621	$0	$1,621
	130	Nutrition Training Center	x			$340,197	41,402	$602	$0	$602
	131	Diabetes Program- Albq./HQ	x			#########	148,747	$2,162	$0	$2,162
	132	Cancer Prevention- Albq./HQ	x			$705,701	83,325	$1,211	$0	$1,211
	133	Health Records	x			$134,359	11,927	$173	$0	$173
	134	AIDS Program	x			$417,020	78,061	$1,135	$0	$1,135
	135	Handicapped Children	x			$340,947	40,350	$586	$0	$586
	137	National OIT Sup.- Albq./HQ	x			#########	916,996	$13,329	$3,705	$9,623
Dental Health										
	201	IHS Dental Program	x			#########	142,471	$2,071	$0	$2,071
	202	IHS Dental Program- Program formu		x		#########		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			#########	168,536	$2,450	$0	$2,450
	302	C.M.I. Grants	x			$611,608	68,859	$1,001	$0	$1,001
	303	National Conference	x			$104,693	11,773	$171	$0	$171
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			#########	473,745	$6,886	$0	$6,886
	402	Collaborative Initiatives	x			$779,687	45,135	$656	$0	$656

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Aleutian Pribilof Islands Association, Inc.

Sub Act.	Line Item	Account	TSA	PF	BB	National 2014 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares APIA Eligible shares	Co - Signer APIA Leaves	Co - Signer APIA Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		#########	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			#########	331,053	$4,812	$0	$4,812
Public Health Nursing										
	601	Preventive Health Initiatives	x			$898,469	99,994	$1,453	$0	$1,453
	602	Preventive H. Init. - Prog. Formula		x		#########		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			#########	125,737	$1,828	$0	$1,828
CHR										
	801	IHS CHR Program	x			#########	257,667	$3,745	$0	$3,745
Direct Operations										
	1301	Direct Operations	x			#########	########	$22,243	$0	$22,243
	1301a	Direct Operations- OIT	x			#########	300,194	$4,363	$921	$3,443
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		#########	$331,334	$0	$0	$0
	2402	Environmental Health Ser. Support		x		#########	$200,296	$423	$423	$0
	2403	Facilities & Property Support		x		#########	$160,949	$8,249	$8,249	$0
	2404	Facilities Engineering Support		x		#########	$0	$0	$0	$0
	2405	Engineering Services Support		x		$469,184	$102,153	$898	$898	$0
TOTAL TSA AMOUNT						#########	########	$139,656	$16,295	$123,361
TOTAL PROGRAM FORMULA AMOUI						#########	########	9,570	$9,570	$0
TOTAL HEADQUARTERS TRIBAL SH						#########	########	$149,226	$25,865	$123,361

Column 1 - All numbers are based on FY 2014 appropriations and taken from final negotiation tables (table 4), dated 5/8/2014 (receive
Column 2 - All numbers are based on FY 2014 appropriations and taken from final negotiation tables. Tables provided by AANHS on .
Includes Chickaloon, Knik and All Alaska HQE TS.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2
Line 101 - Any funds remaining will be distributed on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution m
Line 105 - Any funds remaining will be distributed on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution m
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provide
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreemen
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org **Aleutian Pribilof Islands Association, Inc.** **58G950030**

Contract/Compact Period **October 1, 2014 through September 30, 2015**

Initial Negotiated Annual Funding Agreement							
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.014357187	Non-Recurring	IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$1,823,163		$46,867	$72,603	(113,000)	$1,829,633
2	Dental	$33,069		$2,858	$2,071	0	$37,998
3	Mental Health	$15,117		$17,798	$3,622		$36,536
4	Alcohol & Substance Abuse	$458,253		$11,729	$7,542		$477,524
5	Public Health Nursing	$142,683		$1,678	$1,453		$145,815
6	Health Education	$730		$3,469	$1,828		$6,026
7	Community Health Representativ	$131,191		$1,254	$3,745		$136,191
8	Immunization (AK only)	$1,142		$4,433	$0	0	$5,575
9	Direct Operations	$4,218		$58,631	$25,685		$88,534
10	Contract Support Costs - Direct	$369,422		$0	$0		$369,422
11	Contract Support Costs - Indirect	$0	$1,486,207	$0	$0		$1,486,207
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$2,978,988	$1,486,207	$148,717	$118,549	($113,000)	$4,619,461
15	Purchased/Referred Care	$297,877		$18,578	$4,812		$321,267
16	Environmental Health Support	0		$7,589		0	$7,589
17	Facilities Support	$619,946		$484			$620,430
18	OEHE Support	$0			$0		
19	Maintenance & Improvement	$0	$91,812		$0		$91,812
20	Sanitation Facilities - Housing	$0			$0		
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$20,881				$20,881
23	TOTAL, Facilities	$619,946	$112,693	$8,073	$0	$0	$740,712
24	Catastrophic	$0					
25	Medicare	$0					$0
26	Medicaid	$0					$0
27	Other (*See* Remarks)	$0					$0
28	TOTAL, No-year IHS	$0	$0	$0	$0	$0	$0
29	Quarters	$0					$0
30	Contract Health Services (Prior Y	$0					$0
31	Indian Health Facilities (Prior Yr	$0					$0
32	Others	$0					
33	TOTAL, Other	$0	$0	$0	$0	$0	$0
34							
35	**GRAND TOTAL, AFA**	**$3,896,811**	**$1,598,900**	**$175,368**	**$123,361**	**($113,000)**	**$5,681,440**

Footnotes:

The FA program funding amount in column 1 and 2 are as o number 10 dated 9/25/2014

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in with Sec. 4 of the FA.

Aleutian Pribilof Islands Association, Inc.
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC — Yes (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" ser — No (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated Costs		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	see Footnotes
H & C						
IPA/MOA Personnel Costs	$113,000	$0	$0	$113,000	N/A	$113,000
Supply Service Center			$0	$0	N/A	$0
Other	$0		$0	$0	N/A	$0
SUBTOTAL H & C	$113,000	$0	$0	$113,000	$0	$113,000
DENTAL						
IPA/MOA Personnel Costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All Other Costs			$0	$0	N/A	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA Personnel Costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
All Other Costs-			$0	$0	N/A	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All Other Costs			$0	$0	N/A	$0
SUBTOTAL ENVIR. HEALTH SEI	$0	$0	$0	$0	$0	$0
Withhold Total	$113,000	$0	$0	$113,000	$0	$113,000

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October adv. payment); for all other costs, 2 months is withl

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 ($690 for Regional MOA services) for each MOA Employee Dispute Pool Costs are no longer charged in advance (see Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .

Appendix C
Buyback/Withhold Agreement
between
the Indian Health Service
and
Aleutian Pribilof Islands Association, Inc.

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Aleutian Pribilof Islands Association, Inc. (hereinafter "APIA") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), APIA has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by APIA on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to APIA shall be determined under section 2 below. APIA's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. APIA may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, APIA may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by APIA.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by

the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to APIA.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services APIA proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent APIA from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by APIA and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by APIA.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to APIA under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing services to APIA.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of APIA. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by APIA and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. APIA assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by APIA shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of APIA.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by APIA under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The APIA is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be

responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. APIA agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged APIA for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to APIA of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by APIA authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services APIA proposes to purchase from the IHS. In such case, no monthly payments are due from APIA. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to APIA and adjustments in the amount of withhold or payments needed to pay for all services APIA has purchased, or proposes to purchase, will be made to the IHS by APIA. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount APIA hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount APIA hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to APIA of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from APIA for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to APIA due to Congress authorizing continuing resolutions or other delays in making lump sum payments to APIA.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to APIA within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and APIA will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to APIA, any over recovery by the IHS must be returned to APIA and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by APIA.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from APIA.

3.4 Use of Other Funds Due APIA to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to APIA, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of APIA's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to APIA under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by APIA under this Agreement in a manner agreeable to APIA and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, APIA may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. APIA shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 5 Nov 08

Aleutian Pribilof Islands Association, Inc.
on Behalf of Itself and Certain Alaska
Tribes, Identified in Exhibit A of the
Compact

By: _____
Dimitri Philemonof, President/CEO

Date: 9-18-08

Aleutian Pribilof Islands Association, Inc.

APPENDIX D

6

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

APPENDIX D-6 – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by APIA, APIA shall submit a proposal package that includes a completed Project Summary Document (See Appendix D-4) and Environmental Information and Documentation Form (See Appendix D-5) to the IHS. Coordination time between APIA and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between APIA, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
☐	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
☐	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
☐	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
☐	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
☐	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
☐	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
☐	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

☐	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
☐	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
☐	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
☐	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
☐	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
☐	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
☐	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
☐	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow APIA and IHS to resolve them early.

Indian Health Service

National Environmental Policy Act; Categorical Exclusions

AGENCY: Indian Health Service (IHS), HHS.

ACTION: List of IHS program actions that are categorically excluded from the requirement to conduct further evaluation under the National Environmental Policy Act (NEPA).

SUMMARY: This notice provides a list of classes of IHS actions that normally do not have a significant impact on the environment and, therefore, do not require environmental impact statements (EIS) or environmental assessments (EA) under Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508) or Department of Health and Human Services (HHS) procedures (HHS General Administration Manual Part 30). All actions involving construction are reviewed to determine if extraordinary or exceptional circumstances exist that prevent the action from meeting the criteria established for this listing.

EFFECTIVE DATE: January 6, 1993.

FOR FURTHER INFORMATION CONTACT: Director, Division of Environmental Health (DEH), Office of Environmental Health and Engineering (OEHE), IHS, Public Health Service (PHS), HHS, room 5A–39, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857; or telephone (301) 443–1043.

SUPPLEMENTARY INFORMATION: Regulations of the CEQ at 40 CFR parts 1500–1508 require Federal agencies to adopt procedures to supplement and implement their regulations. The HHS, by giving notice in the Federal Register (45 FR 78519), has adopted such procedures and included them in the HHS General Administration Manual Part 30. The CEQ approved the HHS procedures on October 2, 1980. Paragraphs 1507.3 and 1508.4 of the CEQ regulations provide for the definition of categories of actions that do not individually or cumulatively have a significant effect on the human environment and therefore, do not require the preparation of an EIS or an EA. Paragraph 30–20–40 of the HHS General Administration Manual establishes categories of exclusion for Departmental actions and provides for the listing of actions by Operating Divisions within the Department. The IHS, as an agency of the PHS, hereby gives notice of its listing of actions which normally can be categorically excluded from further environmental review.

If a proposed action belongs to an excluded category but one or more extraordinary or exceptional circumstances (as defined in Part K) apply, then an EA must be prepared for the purpose of determining whether an EIS is warranted.

The IHS provides comprehensive health care services to more than 1 million American Indians and Alaska Natives. The goal of the IHS program is to raise the health status of American Indians and Alaska Natives to the highest level possible. In carrying out this goal, the program has three main objectives: (1) To deliver the highest quality health services possible; (2) to assist tribes and native corporations to develop their capacity to manage health programs; and (3) to serve as an advocate for American Indians and Alaska Natives in health related matters.

The IHS program is carried out through a health services delivery system, designed to provide a broad mix of preventive, curative, rehabilitative, and environmental services. The type of health services delivery system

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 50 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects are categorically excluded.

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Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are undertaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 85 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

investigation, diagnosis, consultation, counseling) in health programs.

F. Management and Administrative Support

Routine management and administrative support actions.

G. Training, Education, and Manpower Development

The award of training grants, scholarships, and the provision of other types of training and educational assistance are excluded. These actions include:

1. Support for development of professional and paraprofessional health competencies;
2. Support for development of American Indian and Alaskan Native health management capabilities;
3. Support for development of tribal and community capabilities in the areas of environmental improvement, disease reduction, injury control, and operation and maintenance of sanitation facilities;
4. Support for training and education of IHS personnel necessary for the efficient accomplishment of the IHS program; and
5. Educational activities including development of disease prevention and treatment and presentation of such material to American Indian and Alaskan Natives.

H. Statistics, Data Processing, and Information Gathering

Actions associated with statistics and information collection and dissemination are excluded. These actions typically involve:

1. Collection of demographic or morbidity data and analysis for program management and budget justification purposes;
2. Epidemiologic studies;
3. Environmental surveillance activities (e.g., sample collection, analysis, and monitoring of air, food, water, and wastewater) to determine quality as a basis for ensuring necessary corrective action;
4. Engineering studies and investigations including soil boring and test well drilling to gather data for the purpose of determining engineering feasibility and to permit facility design;
5. Updating existing data bases and data processing;
6. Printing and distributing reports; and
7. Developing new/redesignating existing data systems to meet specific program needs.

I. Indian Health Service Owned and Leased Facilities

Actions related to the IHS owned and leased facilities, or actions funded by IHS at tribally owned (or leased) and managed facilities as listed below, are excluded:

1. Maintenance and day-to-day operation of the physical plant and repairs to plant and equipment, or replacement-in-kind of utilities and building components;
2. Acquisition of equipment, provided all requirements for permits, registrations, and licenses are met, and provided the equipment involves use of generally accepted technology;
3. Building alteration or renovation that does not substantially change the function or general appearance of existing buildings;
4. Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction:
   (a) Is at the site of an existing health care facility and the facility capacity is not substantially increased,
   (b) Is for buildings of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or
   (c) Is for projects other than buildings when less than five acres of surface land area are involved at a new site;
5. Facility planning and design including funding of such activities;
6. Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which:
   (a) The intended use of the space is consistent with the functional design of the building, and
   (b) The acquisition is consistent with an applicable master plan, if such plan exists;
7. The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action:
   (a) Is consistent with any applicable master plan, if such a plan exists,
   (b) Conforms to local zoning and land use ordinances, if such ordinances exist,
   (c) Is consistent with the functional design of the facility,
   (d) Would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and
   (e) Satisfies the requirements of applicable comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 120 (h) provisions.

J. Construction of Sanitation Facilities

Actions associated with construction of sanitation facilities to serve Indian homes and communities, except that the following actions are not excluded:

(1) Construction of a sanitary landfill at a new solid waste disposal site, and

(2) Construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters.

K. Extraordinary or Exceptional Circumstances

Under extraordinary circumstances, the normally excluded actions described above may have a significant environmental effect; such actions are not categorically excluded. Actions that can be characterized by, or may cause any of, the conditions described below are examples of actions that are not categorically excluded:

1. Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;
2. Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;
3. Those likely to cause controversy with respect to the type or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;
4. Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
5. Those which have adverse effects on unique geographic characteristics (e.g., historic, archeological, or cultural resources, park recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones or ecological or critical areas including those listed on the Department of Interiors National Register of National Landmarks);
6. Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
7. Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
8. Those which have adverse effects on species listed by the Federal Government as endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
9. Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 29, 1992.

Michael E. Lincoln,

Deputy Director.

[FR Doc. 93-171 Filed 1-5-93; 8:45 am]

BILLING CODE 4310-16-M

Aleutian Pribilof Islands Association, Inc.

APPENDIX D

5

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No
18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.
23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.
26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.
29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Title	Date	Environmental Coordinator	Date

Aleutian Pribilof Islands Association, Inc.

APPENDIX D

4

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Aleutian Pribilof Island Association, Inc.

APPENDIX D

1

CERTIFICATION FOR NEW/REPLACED/ADDED SPACES

IHS Area: Alaska

Certification for New /Replaced/Added Space
Agency-Related Program Space

Inclusion Criteria: Having space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.

1)	Tribe or Tribal Organization:

Check one

☐ NEWLY ACQUIRED BUILDING
Not replacing or adding to a building already in the M&I/Equipment database.

☐ REPLACED EXISTING BUILDING
Replacing a building already in the M&I/Equipment database. At the end of this form identify the existing building that was/is being replaced. Describe new building below.

☐ ADDED SPACE TO EXISTING BUILDING
Adding space to building already in the M&I/Equipment database. At the end of this form, identify existing building being added to. Include only increased amount of space below.

Describe the space proposed to be added into the M&I/E Inventory. For additions to existing buildings, only include the additional space here. Existing building will be identified at the end.

2)	Identification of building meeting inclusion criteria above (name, number etc). Write in "ADDITION" when applicable.		
3)	Location of building (city, state, etc). Leave blank for additions.		
4)	Ownership of building (tribe, private, other). Include lease/rental type where applicable.		
5)	Building construction type. Choose from: trailer, fire resistant, masonry with wood, wood frame.		
6)	Gross square meters of addition or entire building, as applicable.		gsm
7)	Gross square meters or actual space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
8)	Annual average hours of use per week by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
9)	Maintenance and repair funds currently provided under contract budget, either specifically or part of rental/lease payments.		$

10)	Briefly describe below the health services provided under the PL 93-638 contract:

Checklist of certifications to attach for space proposed to be added into the M&I/B inventory.

	BUILDING CODES and STRUCTURAL Attach Certificate of Occupancy or other evidence of meeting national building codes, satisfactory structural condition, and safety standards.	Cost to bring to Standard:	$
	SEISMIC (EARTHQUAKE) Attach seismic survey if applicable; Otherwise, provide basis for exemption.	Cost to bring to Standard:	$
	ENVIRONMENTAL Attach environmental assessment, including of land.	Cost to bring to Standard:	$
	AS-BUILT SCALE DRAWING Attach as-built scaled drawing. Use metric units and scale.	Cost to bring to Standard:	$

Certified by:	Date:
Mailing Address:	
Phone with area code:	FAX number
E-mail address:	

For replacements and additions, identify existing building below.

11)	Identification of existing building which is being replaced or being added on to. (name, number. etc).	
12)	Location of existing building (city. state, etc).	

Aleutian Pribilof Island Association, Inc.

APPENDIX D

2

ENERGY REPORT

ALASKA AREA Energy Report											
	SERVICE UNIT:										
	Facility/Campus Name:										
	Current Reported SF:										
FY 2006	Electricity (KWH)	Electricity Cost	Oil (Gal)	Oil Cost	Natural Gas (kft^3)	Natural Gas Cost	Other Source	Other Cost	Water (Gallons)	Water Cost
October										
November										
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										
					Service Unit Facility Manager					
					Date					

Aleutian Pribilof Island Association, Inc.

APPENDIX D

3

FINAL REAL PROPERTY CLOSEOUT REPORT
and
INTERIM REAL PROPERTY STATUS REPORT

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, *"Project Name"*
FINAL REAL PROPERTY CLOSEOUT REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Final Real Property Project Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. **Project Summary**

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. **Space Allocation**

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. **Appropriations (Total Revenue)**

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

10. Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

CHIEF FINANCIAL OFFICER CERTIFICATION:

"I certify that the capitalized and expenses amounts for this final report were extracted from the attached General Ledger Summary. A successful independent audit of the organization was conducted in accordance with the Single Audit Act for the period in which the project was awarded and funded improvements completed. This information will enable the Indian Health Service to carry out its responsibilities under the Chief Financial Officers Act for reporting capital improvements made to federal facilities."

_____ Date: _____

Type Name of Chief Financial Officer
Type Name of Tribe/Tribal Organization

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, *"Project Name"*
INTERIM REAL PROPERTY STATUS REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Interim Real Property Status Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** ***Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs***

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

10. Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer



Aleutian Pribilof Islands Association, Inc.
1131 E. International Airport Rd.
Anchorage, Alaska 99518-1408
Phone (907) 276-2700
Fax (907) 279-4351

RESOLUTION NUMBER 14-025

HEALTH DEPARTMENT
SERVICES TO NON-BENEFICIARIES

WHEREAS, the Aleutian Pribilof Islands Association, Inc. (APIA) is a tribal organization that is a Co-Signer of the Alaska Tribal Health Compact (ATHC) and has negotiated a Funding Agreement (FA) with the Indian Health Service (IHS) under Title V of the Self-Determination Education and Assistance Act (ISDEAA); and

WHEREAS, the ATHC authorizes Co-Signers to provide services to non-eligible individuals provided Section 813 of the Indian Health Care Improvement Act (IHCIA) is complied with (*See* ATHC Article III, Section 4), and Section 813, as amended at 25 U.S.C. § 1680c(c)(2), provides that a tribe or tribal organization which operates a health facility under an ISDEAA agreement may make its own determination whether to provide health services to persons not otherwise eligible (i.e. non-beneficiaries) to receive IHS-funded health services; and

WHEREAS, APIA is authorized to determine whether it will provide health services under its IHS-funded programs to persons who are not eligible beneficiaries under federal law, provided that APIA gives consideration to whether the provision of such services will result in a denial or diminution of health services to eligible beneficiaries; and

WHEREAS, APIA has determined that the provision of health services on a fee-for-service basis to non-beneficiaries, in an amount not less than the actual costs of providing such services, will not result in a denial or diminution of health services to beneficiaries; and

NOW THEREFORE, BE IT RESOLVED, that APIA Board Health Committee has decided to extend all available health services under the ATHC and its FAs to non-beneficiaries on a fee-for-service basis; and

BE IT FURTHER RESOLVED, that whenever significant evidence is presented to the APIA Board Health Committee that services to non-eligible, non-beneficiaries have resulted in a denial or diminution of health services to beneficiaries, APIA may suspend the delivery of such services to non-beneficiaries.

Passed and approved on 12 day of December, 2013.

Chairman of the Board

ATTEST:

S. Haliala Sheaken

Secretary

ADDENDUM I
ALEUTIAN PRIBILOF ISLANDS ASSOCIATION
MEMORIALIZATION OF HISTORICAL LEVEL OF
PFSAs PROVIDED BY ANMC AND AANHS

The ANMC and Alaska Area Office, subject to available appropriations, has provided the following services and functions historically to Aleutian Pribilof Islands Association (APIA) as of October 1, 1997 and continued to provide such services through December 31, 1998.

(A) Accepting all referrals of Alaska Natives and American Indians from APIA, providing specialty care field clinics, consultation to APIA physicians, pathology, clinical services, orthopedics, internal medicine, cardiac testing, ENT, ophthalmology, oncology, urology, surgery, dental contract health care, inpatient services (including hospital inpatient nursing and ancillary services relating to inpatient pediatrics and women's health), radiology, and laboratory support (including services related to all biopsies), medivac and ambulance support, medivac support for emergencies, patient travel support for APIA, and patient travel for patients returning home from treatment at the AMC, as well as temporary assistance for lab, x-ray and other professional support personnel.

(B) The Alaska Area immunization program provided vaccines for Hepatitis A and Homophiles Influenza B and other vaccines without charge to APIA, in a manner consistent with past practices, provided that this service may have been discontinued by the IHS if the State of Alaska assumed these responsibilities. The Alaska Area Office provided without charge to APIA, and in a manner consistent with the Continuing Services Agreement then in effect, metabolic laboratory services to include Pap smears and Chlamydia, as well as supplies as specified in the Area Office's contract with the reference laboratory services.

(C) Subject to the availability of appropriations, consultations and technical support and services including but not limited to services from the following offices, divisions and departments: Region X legal consultation; Environmental Health and Engineering; Financial Management; Regional and Contract Health; Awards and Administrative Services; Personnel and Training; arid Community Health Services. Services from Community Health Services including but not limited to, dental, nutrition education and consultation services, as well as various program advice, coordinator support., and special project assistance in Maternal and Child Health, Community Health Representative Program, Behavioral Health, Health Promotion/Disease Prevention, and Injury Prevention.

The Alaska Area Office has ensured that any discretionary funding associated with the services described in this addendum that may become available to the Area Office shall be used to provide additional services to APIA to the same extent as if the Tribe were operating under a P.L. 93-638 Title I contract. IHS has also provided access to the IHS Network through maintaining a wide area network with a common downlink to the gateway or access point in Anchorage.

ADDENDUM II
ALEUTIAN PRIBILOF ISLANDS ASSOCIATION
MEMORIALIZATION OF MATTERS REMAINING IN DISPUTE

(1) APIA does not agree with the IHS' position that Area Office tribal shares that were restricted by individual Co-Signer decision or by a consensus decision of all Co-Signers from FY 1995 through FY 2000 are not available for inclusion in FY 2004 because of Section 325, P.L. 105-83. APIA believes it has the right to include such tribal shares in its FY 2004 annual funding agreements notwithstanding Section 325. APIA reserves any remedies it may have under law.

Funding Agreement
Between Certain Alaska Native Tribes
Served by the
ARCTIC SLOPE NATIVE ASSOCIATION, LTD.
and the Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Years 2018-2020

This Funding Agreement is entered into by and between certain Alaska Native Tribes served by the Arctic Slope Native Association, Ltd. and the Secretary of the Department of Health and Human Services of the United States of America. These Tribes have authorized the Arctic Slope Native Association, Ltd., to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act (IHCIA); the Indian Self-Determination and Education Assistance Act, as amended (the Act); and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between the Arctic Slope Native Association (ASNA) and certain other Co-Signers thereof and the United States in Fiscal Years 2018–2020.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Co-Signer, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares has

been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Funding Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of IHS. The "Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.[1]

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and ASNA will not be denied access to, or services from, Headquarters. Specifically, ASNA will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to ASNA. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files, and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve ASNA's technical issue, OIT's support of ASNA will include technical support needed on-site by ASNA. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, Convert Site Data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X

[1] All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year, and are incorporated by reference.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-the-Shelf Packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-site Training Instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, ASNA shall have access to training, continuing education, and technical assistance in the manner and to the same extent ASNA would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR § 74.36 and 45 CFR § 92.34, in works which IHS possessed, reproduced, published, and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by ASNA under this and previous funding agreements and contracts, ASNA has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.2 Historical PSFAs. ASNA has historically received certain PSFAs from ANMC and the AANHS. Responsibility for these PSFAs has been transferred to ANTHC and SCF. For

purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, ASNA attached to its FY 2000 Funding Agreement Addendum 1 entitled "Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from ASNA's FY 1999 Funding Agreement. The addendum was attached to the FY 2000 Funding Agreement only for the purpose of identifying historical levels of PSFAs received by ASNA from ANMC and AANHS, and is specifically not made a part of this Funding Agreement.

1.3 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Practices. With the exception of behavioral health aide services (*see* Section 3.3.3.7), Community Health Aide/Practitioner services are presently provided to the Arctic Slope Region of Alaska by the North Slope Borough; *see also* subsections 3.3.1.1.12, 13 and 16 and footnote 5 to Section 4.1.

1.4. Certain Ancillary and Support Services for the Samuel Simmonds Memorial Hospital.

1.4.1 Equipment. IHS agrees to carry out the activities described in 25 C.F.R. § 900.89 and will transfer to ASNA any property IHS acquires thereto, arrange for direct transfer from Ukpeagvik Inupiat Corporation (UIC) to ASNA, or make other arrangements to which the parties agree.

1.4.2 Maintenance and Improvement Projects. IHS will determine the status of each Maintenance and Improvement project pending as of April 30, 2013, and bring each project to an appropriate closure as determined by IHS for the benefit of the program. IHS will keep ASNA informed on a regular basis about the status of such projects.

1.5 Access to Federal Insurance. IHS will assist ASNA to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which ASNA may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 2 – Obligations of the Co-Signer. This Funding Agreement obligates the Co-Signer to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget] utilizing the resources transferred under this Funding Agreement and other funds as they may become available to ASNA. This Funding Agreement further authorizes ASNA to consolidate and redesign PSFAs as provided in the Act, and the Compact.

Section 3 – Tribal Programs and Budget.

3.1 Generally. ASNA agrees to be responsible for the health PSFAs identified in subsection 3.3 [Program Description] of this section in accordance with the Compact and this Funding Agreement. For the purposes of this Funding Agreement, ASNA's General Budget categories consolidate related health PSFAs as listed below. Services are provided in the Arctic Slope Region of Alaska. ASNA's wide range of services are provided and facilitated directly, and in cooperation with ANMC, ANTHC, SCF and other Co-Signers, including through field clinics, referral to ANMC, and other arrangements with Tribal health organizations. To the extent any Tribe, which authorized ASNA to enter into the Compact on its behalf, enters into a contract under Title I or a Funding Agreement under Title V of the Act, ASNA will not be obligated to provide any program, service, function, or activity (or portion thereof) incorporated into such contract or Funding Agreement, except that ASNA, subject to the availability of resources, may provide services to such a Tribe. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organization unit of ASNA at ASNA's discretion. ASNA is committed to and will strive to provide quality health services and will strive to meet standards ASNA believes appropriate and applicable to the delivery of those health services. ASNA may also provide other PSFAs to meet the objectives of Section 3 of the IHCIA.

3.2 Federal Tort Claims Act. The Federal Tort Claims Act applies to ASNA's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 CFR §§ 900.180-900.210.

3.3 Program Description. ASNA will provide health services to the Alaska Native and American Indian beneficiaries in the Arctic Slope region. These services include hospital and clinic services, including ancillary and support services; dental; and community health representatives and other health related programs described in more detail below.

3.3.1 Hospitals and Clinics. ASNA is committed to quality patient care achieved through maintaining and monitoring the resources available to it to provide care consistent with the standards of the Joint Commission.

3.3.1.1 Patient Care: Under a comprehensive health care delivery plan, ASNA agrees to provide the following direct patient care services. Not all of these services may be available at all health facility locations.

3.3.1.1.1 Acute patient care;
3.3.1.1.2 Twenty-four-hour emergency services;
3.3.1.1.3 Ambulatory care services;
3.3.1.1.4 Specialty clinics support;
3.3.1.1.5 Optometry services;
3.3.1.1.6 Dental services, including dental health aide training, supervision and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board;

3.3.1.1.7 Emergency and minor surgery;

3.3.1.1.8 Screening and health education, including cancer screening, colorectal screening, and mammography screening; stress tests and treadmill studies; sleep studies;

3.3.1.1.9 Diabetes prevention, education, and treatment;

3.3.1.1.10 Certain substance abuse prevention, education, and treatment services;

3.3.1.1.11 Field health services;

3.3.1.1.12 Services in community facilities, in collaboration with community programs, collaborative physician relationship with mid-level practitioners in the hospital, clinics, community health services, and village clinics within the North Slope Borough;

3.3.1.1.13 Twenty-four-hour physician coverage; services provided to the villages may be via telephone contact with community health aides/practitioners, mid-level practitioners, and/or EMTs employed by the North Slope Borough in the villages;

3.3.1.1.14 Medical/specialty services including, but not limited to: pediatrics, psychiatry, psychology, obstetrics and gynecology, anesthesia, internal medicine, family medicine, surgery, radiology, orthopedics, dermatology, ophthalmology, urology, cardiology, neurology, pediatric neurology, rheumatology, podiatry, otolaryngology, esophagogastroduodenoscopy, occupational medicine, inpatient cardiac telemetry, and bronchoscopy;

3.3.1.1.15 Referral facility for village health clinics;

3.3.1.1.16 Training, support, and supervision of community health aides and practitioners employed by the North Slope Borough and other support of the North Slope Borough's Community Health Aide Program, including provision of CHAP level pharmaceuticals and medical supplies, and individual prescriptions, laboratory services, and other services for patients when ordered by ASNA's or other health providers for whom ASNA provides support or supervision pursuant to this Funding Agreement;

3.3.1.1.17 Training, medical support, and technical assistance for the North Slope Borough Fire and Search and Rescue departments, including physician sponsorship training and continuing education;

3.3.1.1.18 Medical support of North Slope Borough substance abuse program including medical evaluations of patients on referrals;

3.3.1.1.19 Support of North Slope Borough school district sports examinations;

3.3.1.1.20 Support of village-based substance abuse and wellness programs, including award of subgrant to villages of the ASNA service area;

3.3.1.1.21 Medical evaluations and services to child, adult and elder patients of residential and outpatient care programs in the North Slope Borough and training and support for other public sector health care providers who provide care to patients also served by ASNA;

3.3.1.1.22 Continuing education for physicians;

3.3.1.1.23 Telemedicine;

3.3.1.1.24 Health Services Training: ASNA provides health services training (including clinical preceptorships, mentoring, shadowing, training and supervision of health care providers) through offering sites for medical residents and other

individuals obtaining training in the health professions, including behavioral, in accordance with Section 706 of the IHCIA, and dental professions;

3.3.1.1.25 Swing beds; aftercare; and

3.3.1.1.26 Chronic Disease Management Clinic.

3.3.1.2 Ancillary Services: Ancillary services will be maintained at levels sufficient to support medical diagnosis and treatment, including but not limited to:

3.3.1.2.1 Dietetics/nutrition services (*see* also Section 1.4);
3.3.1.2.2 Nursing;
3.3.1.2.3 Full service pharmacy;
3.3.1.2.4 Physical therapy;
3.3.1.2.5 Respiratory care/therapy;
3.3.1.2.6 Social services;
3.3.1.2.7 Laboratory;
3.3.1.2.8 Radiology, including vascular ultrasound;
3.3.1.2.9 Diagnostic/medical imaging and mammography;
3.3.1.2.10 Provision of durable medical equipment; and
3.3.1.2.11 Outpatient infusion services.

3.3.2 Support Services: a complement of services required to support the provision of health services to the Arctic Slope region may include, but are not limited to:

3.3.2.1 Patient review;
3.3.2.2 Quality improvement;
3.3.2.3 Infection control;
3.3.2.4 Patient care and benefit management support, and other patient travel services, including qualified escorts in accordance with section 213(a) of the IHCIA, as amended, codified at 25 U.S.C. 1621*l*;
3.3.2.5 Admitting;
3.3.2.6 Patient accounts;
3.3.2.7 Communications;
3.3.2.8 Environmental services (*see* also Section 1.4);
3.3.2.9 ASNA provides facilities management and maintenance, procurement, materiel management, facilities management, planning, development, and coordination of design, engineering, management, and general contracting for construction, demolition and clean-up, security, maintenance, and operation of all facilities and properties used by ASNA under this Funding Agreement, including facilities owned and leased by ASNA, existing administrative and health care facilities, employee and patient housing, and the replacement hospital (*see also* Section 1.4);
3.3.2.10 Health records;
3.3.2.11 Planning and implementation of an Electronic Health Records System;
3.3.2.12 Safety/security (*see* also Section 1.4);
3.3.2.13 Information services, including clinical informatics;
3.3.2.14 Human resources;

3.3.2.15 Housekeeping, laundry, and central sterile supply (*see also* Section 1.4);

3.3.2.16 Administration;

3.3.2.17 Finance;

3.3.2.18 Corporate information;

3.3.2.19 Board and governing body support, including policy, administrative and executive direction for all PSFAs in this Funding Agreement;

3.3.2.20 Employee on-site and off-site housing;

3.3.2.21 Benefits Eligibility: Determining eligibility for medical insurance, assistance with applications for same, and benefits counseling

3.3.2.22 Utilization Review; and

3.3.2.23 Clinical Case Management, including Clinical Social Work.

3.3.3 Additional ongoing programs.

3.3.3.1 Summer Youth Camp: The culture based youth camp provides Arctic Slope youth an opportunity to learn and practice traditional subsistence skills. The youth are taught healthy and functional life skills during their two week stay by Alaska Native counselors who emphasize the positives of being drug and alcohol free.

3.3.3.2 Medical Travel and Burial Assistance: Travel to Barrow, Anchorage, Fairbanks, and other locations to receive medical treatment not available in the village and family support for shipment of human remains.

3.3.3.3 Community Child Welfare and Family Services: Provides comprehensive health, behavioral health, and preventive services that include, but are not limited to, emotional support services; substance abuse counseling; health information; services that respond to child physical abuse; sexual abuse, and neglect and other conditions that place a child at physical or emotional risk; advocacy; foster home advocacy and supportive services; child development and family services which include, but are not limited to, health-oriented education; socialization; health screening; growth and nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.3.3.4 Environmental Health: Identify, evaluate, and control the biological, chemical, and physical factors in the environment that may have an adverse impact on health.

3.3.3.5 Public Health and Epidemiology: Directly and/or through ANTHC, including its Epidemiology Center[2] ASNA carries out public health, epidemiology, and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purpose of

3.3.3.5.1 preventing or controlling disease, injury, or disability;

3.3.3.5.2 reporting disease, injury, and vital events such as birth and death; and

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2 The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

3.3.3.5.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.3.3.6 Youth Training Programs. ASNA provides youth and young adults with a broad scope of services designed to assist them to lead healthy, productive lives and to engage fully in educational and other age-appropriate activities, such programs include, but are not limited to, student support activities, career exploration, and work experience, and life skills training.

3.3.3.7 Behavioral Health Services: Wellness programs including services of behavioral health aides, suicide and methamphetamine prevention, alcohol treatment and prevention, promotion of healthy living including tobacco cessation program, and weight loss programs.

3.3.3.8 Nutritional Programs and Food Services: Nutrition/dietetics services, food supplements, counseling, medical nutritional therapy, which provides screening/assessment, nutritional education, and patient monitoring; and food service, which includes serving traditional foods, is responsible for providing patient meals and cafeteria service for patients, visitors, employees, and supportive housing guests.

3.3.3.9 Prematernal Residential Care. Housing and support services for women and children during pregnancy and post-partum.

3.3.3.10 Home Care and Other Community Based Services. Through a combination of western methods, traditional modalities, and alternative healing practices, home care, skilled nursing, and other community-based services, ASNA provides a broad range of medical, public health, and preventive services, including providing assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to individuals who are unable to perform their activities of daily living on their own or when the families are unable to meet their needs. Home- and Community-Based Services also provides palliative care and other end-of-life services, respite, chore, nutrition, transportation for services described in the Funding Agreement, and other supportive services, including senior programs and activities, such as nutrition services for elders and their spouses, escort, transportation, outreach and advocacy, education, referral services, home visits, and group activities; and engages in planning and development of additional services.

All of these services are provided throughout the ASNA service area directly or in support of long-term care at residential care facilities and assisted living homes. ASNA provides the services above in accordance with Section 205(a)(2) of the IHCIA, as amended, 25 U.S.C. § 1621d.

3.3.3.11 Assisted living services, including long-term care and rehabilitation services, in accordance with Section 205 of IHCIA, as amended, 25 U.S.C. §1621d;

3.3.3.12 Transportation. ASNA provides patient transportation, including arrangement of patient travel, Medevac, and escorts, in accordance with section 213 of the IHCIA, as amended as 25 U.S.C. § 1621*l*.

3.3.3.13 Housing. ASNA provides temporary housing for ASNA clients and their families or escorts to facilitate access to care including supportive housing for individuals with behavioral health issues. ASNA may provide health services at these locations.

3.3.4 Other Programs/Services Funded. This funding agreement includes programs, functions, services, and activities resulting from tribal redesign, or consolidation, reallocation, or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services, and activities that may be included in the funding agreement pursuant to Section 505 of Title V and Article III, Section 6 [Consolidation With Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.4 Non-IHS Funding. ASNA will complement and supplement the PSFAs described in Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of funds from such other funding sources. Consistent with Article III, Sections 5 [Reallocation], 6 [Merging with Other Programs], 7 [Program Income] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.5 Tribal Facilities and Locations. ASNA operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix E, which will be submitted prior to the effective date of this Funding Agreement, and will be incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

3.6 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, ASNA shall be the payer of last resort.

Section 4 – Amounts Available During the Term of the Funding Agreement

4.1 The following amounts are available to ASNA in Fiscal Years 2018–2020 pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of the Act.[3]

	Annual Funding
Recurring base: Inclusive of all recurring funding, including recurring contract support funds.[4]	$ 26,553,968
Non-recurring funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[5]	$ 7,688,833
Subtotal: (This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreement].)	$ 34,242,801
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement.[6]	$ 405,092
Headquarters - Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$ 287,058

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[3] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amounts. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and ASNA for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

[4] A breakout of these funds is shown in Appendix A. This amount does not include funds for the CHA Program, which ASNA expects to assume sometime in the future. The proposal to assume responsibility for the CHA program will be treated as an amendment to this Funding Agreement under Section 12.3 [Due to Addition of New Programs], Amendment or Modification of this Agreement, Due to Addition of New Programs. *See* footnote 3.

[5] These non-recurring funds are shown in Appendix A and represent contract support costs for which funds are available at the beginning to the fiscal year. Other non-recurring funds will not be specifically identified in this Funding Agreement, but will be provided to ASNA in the future to the same extent as they have historically been provided. *See* footnote 3.

[6] Funds from Area were distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A. In addition to the Funding amount, prior to the effective date of Section 325 of P. L. 105-83, ASNA restricted Area tribal shares in an amount identified as "Subtotal Area TS Amount" in the "ASNA Restricted" column on Page 1 of Appendix A. *Also see* Addendum 2, Item A, regarding these funds.

[7] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-

	Annual Funding
Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	$0
Subtotal - Tribal Shares[8]	$ 692,150
TOTAL COMPACT FUNDING[9]	$ 34,934,951

These amounts are subject to additions for reimbursements, and Quarters Return Funds and for new funds received during the term of this Funding Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the Act, or under previous Funding Agreements. Any amounts remaining unspent under Contract No. 243-96-6025, or previous Funding Agreements, after adjustment and reconciliation of the withheld amounts for IPA/MOA, supplies, and services, as of the last day of the previous fiscal year, shall be included in this Funding Agreement.

IHS agrees to transfer to ASNA all of the funding remaining in FY 2013 allocated for the expanded PSFAs described in sections 3.3.1.2.1, 3.3.2.8, 3.3.2.9, 3.3.2.12, 3.3.2.14, and 3.3.2.16 that ASNA will perform at Samuel Simmonds Memorial Hospital, and its replacement facility of the same name, as stated in the resolutions given by the six Alaska Native villages that are served by ASNA. IHS will also transfer any other funding related to these PSFAs and Samuel Simmonds Memorial Hospital as these funds become available in accordance with Section 12 of this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $0 are for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due ASNA was determined by multiplying the FY 2017 Equipment Replacement amount paid to

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Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the Funding amount, ASNA is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "ASNA Restricted" column on Page 1 of Appendix A.

[8] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount will be adjusted to make available all tribal shares for which ASNA is eligible.

[9] For the reasons noted regarding the amounts that make up this total and because full funding amounts under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

ASNA by 90%. The final Equipment amount paid in FY 2018 will be based on the final FY 2018 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2018 Equipment Replacement allocation, is less than the 90% calculation, ASNA will return the difference to IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes $141,882 that ASNA received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FY 2018 Interior Appropriations Act (Act) or Congressional Reports. After the Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring ASNA's signature as described in Section 12 [Amendment or Modification of this Funding Agreement].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to ASNA's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add ASNA's diabetes grant(s) and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to ASNA as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. ASNA will use interest earned on such funds to enhance the purposes of the grant, including allowable administrative costs. ASNA will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the FY covered by this agreement, which represents the parties' estimate of ASNA's full CSC requirement pursuant to 25 U.S.C. § 5325, is $9,927,191, including $3,180,555 for direct CSC and $6,746,636 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and ASNA's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three year (FY 98 - FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001- FY 2002). IHS and ASNA have subsequently agreed to additional extensions through FY 2020. IHS and Co-Signers have

agreed to extend the base budget period further at ASNA's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts[10]	FY 97	FY 2020
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Adjustments Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede PSFAs, as provided in Section 12.3 [Due to Addition of New Programs].[11] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. ASNA also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 6.2 [Adjustments Due to Tribal Compacting or Contracting]. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of the Funding Agreement] of this Funding Agreement shall be paid to ASNA, in accordance with Article II, Section 4 (a) [Payment Schedule] of the Compact; payment to ASNA to be made as follows:

One annual payment in lump sum to be made annually in advance by check or wire transfer.

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[10] Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[11] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

5.2 Availability of Tribal Shares. ASNA will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withholding.[12] ASNA may carry out its responsibility to provide certain PSFAs included in this Buyback Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from IHS] of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to ASNA are set forth in the Buyback/Withhold Agreement between IHS and ASNA, which is attached as Appendix D to this Funding Agreement and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2018 shall be .285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of IHS or any Co-Signer, such Buyback Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to ASNA under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of ASNA by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to ASNA in this Funding Agreement shall be adjusted as necessary, after ASNA has been notified of such pending action and subject to any rights which the Co-Signer may have under this Funding Agreement, the Compact, or the law.

6.2 Due to Tribal Contracting or Compacting. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or Funding Agreement pursuant to the Act, adjustment to funding amounts under this Funding Agreement will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by ASNA shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1.1 patient medical records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. § 552a(b); and

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[12] As detailed in Appendix A, ASNA opts to buyback certain services and withhold the minimum initial estimated amount for such services.

7.1.2 pursuant to Section 105(o) of Title I, the medical records generated by ASNA shall, at the option of the ASNA be stored with the National Archives and Records Administration, and ASNA shall have access to such records.

7.2 Confidentiality Standards. ASNA will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 C.F.R. Parts 160, 162, and 164. If a record is not subject to HIPAA, ASNA will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 – Program Rules. ASNA will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance only with:

> The Joint Commission (formerly known as the Joint Commission on Accreditation of Healthcare Organizations) and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, ASNA does not agree to be subject to any agency circular, policy, manual, guidance, or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Program Reporting Requirements

9.1 Federally Owned Real Property. For all property assets, including facilities, managed by ASNA under this Funding Agreement that are federally owned, ASNA agrees to assist IHS with its reporting requirements associated with Federal ownership of this property.

9.1.1 IHS must keep its facility condition assessment current (i.e. not more than five years old). ASNA agrees to collaborate with ANTHC on scheduling and conducting facility condition assessment surveys for federally-owned facilities under ASNA management. The costs of these surveys will be estimated in concert with ANTHC Maintenance and Improvement Resource Allocation Committee (MIRAC).

9.1.2 IHS must identify historic real property assets and ensure that the information is current. AANHS is currently working with a contractor to assess IHS real property holdings in Alaska. ASNA agrees to provide reasonable access to facilities ASNA manages. IHS will provide ASNA with a copy of the draft assessment and consider any comments ASNA may submit.

9.1.3 IHS must keep an accurate and current inventory of real property assets. ASNA agrees to provide the certification form included in appendix F-1 - Certification for New/Replaced/Added Space annually to the AANHS for any new, replaced, or added space to a federally owned facility, or other changes in space utilization.

9.1.4 IHS must report Energy Data for federal facilities. ASNA agrees to submit to ANTHC (DEHE) energy data, as specified in Appendix F-2 - Energy Report.

9.1.5 For projects started before October 1, 2005, IHS must report all capital improvements made to federal facilities which exceed $25,000. For projects starting on or after October 1, 2005, IHS must report all capital improvements made to federal facilities which exceed $100,000. ASNA agrees to provide a Final Real Property closeout Report specified in Appendix F-3 - Final Real Property Closeout and Interim Real Property Status Report to ANTHC (DEHE) on each project within 120 days of its beneficial use of the facility or an interim report using Appendix F-3 - Final Real Property Closeout and Interim Real Property Status Report without the Chief Financial Officer certification if the project is not completed for beneficial use. ASNA agrees to provide the applicable report by March 31st of each fiscal year.

9.1.6 The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless ASNA has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix G. Where ASNA plans to undertake an action, as described in Appendix G, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and ASNA has not assumed these responsibilities, ASNA will provide IHS with a Project Summary Document (see Appendix F-4) and a completed Environmental Information and Documentation Form (see Appendix F-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by ASNA until IHS completes its compliance responsibilities and so advises ASNA with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

9.1.7 IHS must report on a vendor's activity on federally owned or leased property. ASNA agrees to comply with 20 U.S.C. § 107 relating to the operation of vending facilities on federal property by blind persons.

9.1.8 When planning to fund a construction project using non-IHS funds in a federal facility or on federally owned land, ASNA will notify IHS AANHS in order to initiate the approval process.

9.2 Leases. IHS must report on its federally leased facilities. ASNA agrees to notify AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where ASNA has bought back services from IHS. IHS will annually, or upon renegotiation, provide to ASNA a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to ASNA.

In administering these leases, IHS will work with ASNA to ensure that each lease is in compliance with the standards referenced in the VBC lease.

Section 10 – Retrocession and Discontinuance.

10.1 Retrocession. The retrocession provisions of Section 506(f) of the Indian Self-Determination and Education and Assistance Act, as amended, are herein adopted, except that the effective date of a retrocession request ~~of~~from the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and IHS.

10.2 Discontinuance. ASNA may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and IHS.

10.3 Withdrawal Procedures.

10.3.1 Process. Unless prohibited by law and in accordance with Section 506(g) of the Act, a tribe or tribal organization may fully or partially withdraw from a participating tribal organization its share of any program, function, service, or activity (or portions thereof) included in the Compact or Funding Agreement, and such withdrawal shall become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on:

10.3.1.1 The earlier of

10.3.1.1.1 One year from the date of submission of such request; or

10.3.1.1.2 The date on which the Funding Agreement expires; or

10.3.1.2 Such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian tribe or tribal organization.

Section 11 – Consolidation of Contracts and Previous Funding Agreements. The contracts listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, activities, functions, services, materials, and facilities provided to the Tribes represented by Co-Signer. Contract: No. 243-96-6025.

Section 12 – Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a

written amendment and shall require written consent of each of the signatory Tribes, acting directly or through ASNA as authorized by resolution, the Arctic Slope Native Association and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should ASNA determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from the Co-Signer back to IHS and the pro-rata share of funding for that program, service, function, or activity shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses, including, but not limited to, Workers Compensation, to any Co-Signer.

12.3 Due to Addition of New Programs. Should ASNA determine that it wishes to provide a program, service, function, or activity of IHS not included in this Funding Agreement, ASNA shall submit a proposal to IHS to provide such program, service, function, or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, ASNA may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS, the Alaska Area Office shall prepare within 30 days an amendment to this Funding Agreement and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. Co-Signer shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements, and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Alaska Tribal Health Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to Co-Signer. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with ASNA.

12.5 Other Adjustments. Upon written authorization by ASNA and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to ASNA for the purpose of reimbursing IHS for services or equipment provided to ASNA, to assist ASNA in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by ASNA shall be submitted in writing to IHS, Alaska Area Director, with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraph 12.4 [Due to Availability of Additional Funding] and 12.7 [Funding Increases] of this section, a

request to amend or modify this Funding Agreement submitted by ASNA shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of ASNA shall only be required for issuing amendments for those funds which:

12.7.1.1 Require a change to Section 3 – Tribal Programs and Budget;

12.7.1.2 Require a specific commitment by ASNA (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

12.7.1.3 Reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;

12.7.2.2 Program/Area/HQ End-of-Year Distributions;

12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, ASNA will return the unused amount to the IHS CHEF account;

12.7.2.4 CHS Deferred Services;

12.7.2.5 Routine Maintenance & Improvement; or

12.7.2.6 Collections and reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to ASNA after any such funds are added to the Funding Agreement. ASNA retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13 – Third Party Recoveries. Any funds recovered by ASNA through the filing, litigating, or settling of a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by ASNA, or for such services previously provided by IHS in a PSFA now operated by ASNA, shall be the property of ASNA and shall be considered program income to be utilized by ASNA as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the Compact.

Section 14 – Memorandum of Agreement with Member Villages. Funds provided under this Funding Agreement may be allocated to and expended by an Alaska Native Village (Village) which is a party to this Funding Agreement in accordance with the terms of the Compact, this Funding Agreement and a Memorandum of Agreement (MOA) approved by ASNA and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by ASNA. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. ASNA shall be responsible for assuring compliance by the Village with the Compact, this Funding Agreement, and the MOA.

Section 15 – Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" 25 U.S.C. § 1680c(b)(1)(B). The ASNA Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 06-01. Resolution 06-01 is attached as Appendix B and incorporated by reference herein. ASNA may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 06-01. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 16 – Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters that remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)–(d) of Title V, or at ASNA's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. ASNA does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 17 – Severability. This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 18 – Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), ASNA exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

18.1. 25 U.S.C. § 5304(e) (definition of "Indian Tribe");

18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training, and evaluation);

18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);

18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);

18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);

18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);

18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);

18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);

18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Effective Date and Duration. This Funding Agreement became effective on October 1, 2017, and will remain in effect through the 2020 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of Department
of Health and Human Services

By: _____
Director, Indian Health Service

Date: 6/3/2019

Arctic Slope Native Association, Ltd.
on Behalf of Itself and Certain Alaska Native
Tribes, Identified in Exhibit A of the Compact

By: Marie Carroll
Marie Carroll, President/CEO

Date: 3/26/19

Appendix A

FY 2018 Financial Summary

Arctic Slope Native Association, Ltd.

Appendix A - Financial Summary Tribal Shares Funding Agreement FY 2018

Tribal Share Summary Arctic Slope Native Association, Ltd.	FY 2018 Negotiated Amount	ASNA Restricted	Total Due ASNA	Initial Lump Sum Payment
Area TS Amount	$422,965	$17,873	$405,092	$405,092
	0		0	0
Subtotal Area TS Amount	$422,965	$17,873	$405,092	$405,092
Headquarters TSA Amount	$323,557	$36,499	$287,058	$287,058
Headquarters Other Program Formula (OEHE)	$22,200	$22,200	$0	$0
Subtotal Headquarters TS amounts	$345,757	$58,699	$287,058	$287,058
Total Tribal Shares	$768,722	$76,572	$692,150	$692,150

Driving Variables Arctic Slope Native Association, Ltd.	FY 2018
Population (2010 Census AN/AI population)	4585
Tribes (Federally Recognized Tribes)	6
Recurring Base - FY 2013 (less VBC)	$12,223,299
Percentage of Total Area TS (of all Alaska Tribes)	3.19265%
Percentage of ATHC (of all Title V Alaska Tribes)	3.23223%
Number of MOA employees	1
Number of IPA employees	0

Individually Restricted Items Arctic Slope Native Association, Ltd.	FY 2018
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Arctic Slope Native Association, Ltd.

Line #	FY 2018 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	ASNA AK Dist.	ASNA Retained	ASNA Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,692,041	$0		$0	$11,692,041	$373,286		$373,286
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) fun	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTH	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$16,543	$16,543	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$6,286		$6,286
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$6,230	*$0*	$6,230
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$29,059	$16,543	$12,516
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-(	$5,941,211	$244,466		$5,127,476	$569,269	$18,175		$18,175
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$1,330	$1,330	$0
23	Health Facilities/Main./ Spec. Pr	$1,365,811	$114,204		$1,216,669	$34,938	$1,115		$1,115
24	Subtotal OEHE	$7,455,910	$451,352	$0	$6,358,692	$645,866	$20,620	$1,330	$19,290
25	**TOTAL AREA OFFICE**	$33,681,748	$3,345,814	$1,580,233	$15,507,619	$13,248,083	$422,965	$17,873	$405,092

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2018 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.

Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY18 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).

Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).

All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of spac

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Arctic Slope Native Association, Ltd.

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares ASNA Eligible shares *Column 3*	Co - Signer 0% Retained *Column 4*	Co - Signer 0 Due *Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$3,946,697	460,974	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	138,054	$4,462	$0	$4,462
	105	Management Initiatives		x		$2,044,146	238,756	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,360	11,183	$361	$361	$0
	107	H.P./D.P. Initiatives	x	x		$3,471,665	199,915	$6,462	$0	$6,462
	110	N.E.C.I.	x			$1,105,341	123,881	$4,004	$0	$4,004
	111	Nurse Initiatives	x			$1,282,333	140,310	$4,535	$0	$4,535
	112	Nursing Co-steps	x			$645,848	72,377	$2,339	$0	$2,339
	113	Chief Clinical Consultant	x			$276,687	31,013	$1,002	$0	$1,002
	115	Emer. Medical Svcs	x			$464,126	41,882	$1,354	$0	$1,354
	117	Traditional Advocacy Prog.	x			$100,341	11,245	$363	$0	$363
	118	Research Projects	x			$1,278,011	142,504	$4,606	$0	$4,606
	119	A.A.I.P. Contract	x			$26,668	2,987	$97	$0	$97
	120	Clinical Support Center-Phoenix	x			$1,735,059	203,764	$6,586	$1,002	$5,584
	121	Co-steps Non-physicians	x			$81,435	9,113	$295	$0	$295
	123	Physician Residency	x			$276,045	30,940	$1,000	$0	$1,000
	124	Recruitment/Retention	x			$2,050,205	229,787	$7,427	$0	$7,427
	125	U.S.U.H.S., etc.	x			$3,056,143	342,545	$11,072	$0	$11,072
	126	DIR Support Fund	x			$24,857,207	2,756,438	$89,094	$24,768	$64,326
	127	Evaluation	x			$1,060,897	118,925	$3,844	$0	$3,844
	128	National Indian Health Board	x			$458,033	50,990	$1,648	$0	$1,648
	129	Albq./HQ Administration	x			$889,447	112,439	$3,634	$0	$3,634
	130	Nutrition Training Center	x			$344,240	41,707	$1,348	$0	$1,348
	131	Diabetes Program- Albq./HQ	x			$1,287,625	150,412	$4,862	$0	$4,862
	132	Cancer Prevention- Albq./HQ	x			$715,279	84,080	$2,718	$0	$2,718
	133	Health Records	x			$135,956	12,015	$388	$0	$388
	134	AIDS Program	x			$421,975	78,637	$2,542	$0	$2,542
	135	Handicapped Children	x			$345,268	40,679	$1,315	$0	$1,315
	137	National OIT Sup.- Albq./HQ	x			$8,272,974	923,758	$29,858	$8,301	$21,557
	154	Prescription Drug Monitoring	x			$1,000,000	114,900	$3,714	$0	$3,714
Dental Health							-			
	201	IHS Dental Program	x			$2,480,872	296,334	$9,578	$0	$9,578
	202	IHS Dental Program- Program formula		x		$5,211,934		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			$8,457,806	170,804	$5,521	$0	$5,521
	302	C.M.I. Grants	x			$620,933	69,307	$2,240	$0	$2,240
	303	National Conference	x			$106,289	11,849	$383	$0	$383
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			$3,095,464	507,902	$16,417	$0	$16,417
	402	Collaborative Initiatives	x			$834,554	47,681	$1,541	$0	$1,541

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Arctic Slope Native Association, Ltd.

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares ASNA Eligible shares *Column 3*	Co - Signer 0% Retained *Column 4*	Co - Signer 0 Due *Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		$8,226,856	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,264,397	349,118	$11,284	$0	$11,284
Public Health Nursing										
	601	Preventive Health Initiatives	x			$937,654	101,709	$3,287	$0	$3,287
	602	Preventive H. Init. - Prog. Formula		x		$2,383,258		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			$1,133,793	127,796	$4,131	$0	$4,131
CHR										
	801	IHS CHR Program	x			$2,369,315	263,085	$8,503	$0	$8,503
Direct Operations										
	1301	Direct Operations	x			$13,737,638	1,545,170	$49,943	$0	$49,943
	1301a	Direct Operations- OIT	x			$2,694,943	303,120	$9,798	$2,067	$7,730
	1302	Direct Ops Dental	x				-	$0	$0	$0
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		$2,312,098	$344,599	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,569,222	$209,781	$960	$960	$0
	2403	Facilities & Property Support		x		$2,269,845	$225,735	$15,029	$15,029	$0
	2404	Facilities Engineering Support		x		$1,359,652	$0	$0	$0	$0
	2405	Engineering Services Support		x		$479,120	$102,635	$6,211	$6,211	$0
TOTAL TSA AMOUNT						$94,470,826	$9,895,455	$319,843	$36,499	$287,058
TOTAL PROGRAM FORMULA AMOUNT						$29,802,828	$1,582,480	22,200	$22,200	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$125,273,654	$11,592,835	$345,757	$58,699	$287,058

Column 1 - All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septe
Column 2 -All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septen
Includes Chickaloon, Knik and All Alaska HQE TS. Does not include T-I shares.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provide
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2017 will be add
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution met
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution metl
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Arctic Slope Native Association, Ltd.** **58G980054**

Contract/Compact Period October 1, 2017 through September 30, 2018

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.031926498		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$18,308,975		$106,809	$166,498	($1,170)	$18,581,112
2	Dental	$1,258,540		$6,548	$9,578	$0	$1,274,666
3	Mental Health	$515,650		$40,339	$8,144		$564,133
4	Alcohol & Substance Abuse	$401,958		$26,641	$17,958		$446,557
5	Public Health Nursing	$676,255		$3,830	$3,287		$683,373
6	Health Education	$1,966		$7,940	$4,131		$14,036
7	Community Health Representati	$170,218		$2,879	$8,503		$181,600
8	Immunization (AK only)	$3,576		$11,022	$0	$0	$14,598
9	Direct Operations	$24,101		$135,042	$57,674		$216,816
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$21,361,239	$0	$341,050	$275,773	($1,170)	$21,976,892
15	Purchased/Referred Care	$791,411		$44,752	$11,284		$847,448
16	Environmental Health Support	$0		$18,175		$0	$18,175
17	Facilities Support	$1,220,763		$1,115			$1,221,878
18	OEHE Support	$0			$0		
19	Maintenance & Improvement	$0	$887,350		$0		$887,350
20	Sanitation Facilities - Housing	$0			$0		
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$54,848				$54,848
23	TOTAL, Facilities	$1,220,763	$942,197	$19,290	$0		$2,182,251
24	Current year CSC Direct	$3,180,555					$3,180,555
25	Current year CSC Indirect	$0	$6,746,636				$6,746,636
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$3,180,555	$6,746,636	$0	$0	$0	$9,927,191
29	Quarters	$0					$0
30	Contract Health Services (Prior Y	$0					$0
31	Indian Health Facilities (Prior Y	$0					$0
32	Others	$0					
33	TOTAL, Other	$0	$0	$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$26,553,968**	**$7,688,833**	**$405,092**	**$287,058**	**($1,170)**	**$34,933,781**

Footnotes:

The FA program funding amount in column 1 and 2 are as of ORD no. 07 dated 11/15/2017

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in a with Sec. 4 of the FA.

Arctic Slope Native Association, Ltd.
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SS **No** (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" se **Yes** (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs	$0	$0	$0	$0	$0	$0
Supply Service Center			$0	$0	$0	$0
Village Clinic Leases-other	$3,500		$10	$3,510	$292	$1,170
SUBTOTAL H & C	$3,500	$0	$10	$3,510	$292	$1,170
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATIONS						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMM.	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL ENVIRONMENTAL HI	$0	$0	$0	$0	$0	$0
Withhold/Buyback Total	**$3,500**	**$0**	**$10**	**$3,510**	**$292**	**$1,170**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 months is

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agre

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .2

Appendix B

Resolution No. 06-01

Arctic Slope Native Association, Ltd.
Resolution No. 06-01

Health Services for Non-Eligible Individuals

A resolution authorizing health services to non-beneficiary residents of the Arctic Slope

WHEREAS, the Arctic Slope Native Association, Ltd. ("ASNA") is a Tribal Organization established to provide health care services in the Arctic Slope by resolution of the governing bodies of six Tribes; and

WHEREAS, ASNA is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended; and

WHEREAS, pursuant to the Alaska Tribal Health Compact and funding agreements negotiated there under with the Indian Health Service ("IHS"), ASNA carries out the programs, services, functions, and activities of the IHS; and

WHEREAS, Section 813 of the Indian Health Care Improvement Act, as amended 25 U.S.C. § 1680c, ("Section 813"), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" ("non-beneficiaries"), 25 U.S.C. § 1680c(b)(1)(B); and

WHEREAS, Section 813 provides that in making such a determination, the governing body of the Tribal Organization shall "take into account" whether the provision of health care services to such individuals will result in the denial or diminution of health services to Alaska Natives or American Indians, and whether there are reasonable non-ASNA health facilities or services available to meet the health needs of such individuals.

WHEREAS, ASNA operates the only hospital on the Arctic Slope and is the only provider of comprehensive health services in the Arctic Slope; and

WHEREAS, without health services provided by ASNA, non-beneficiaries would have to fly hundreds of miles to Fairbanks or Anchorage to obtain health care, which is not a reasonable alternative in that it unreasonably increases the cost of such care, decreases the likelihood of necessary preventive health care being provided and diminishes the effectiveness of such care due to inadequate follow-up; and

WHEREAS, non-beneficiaries make up a small percentage of the patients receiving care from ASNA facilities and practitioners, the ASNA Board has determined that services provided

to non-beneficiaries at ASNA's facilities or by ASNA's providers, to the extent described in this resolution, will not result in the denial or diminution of services to IHS beneficiaries; and

WHEREAS, ASNA has established billing and collection procedures to ensure that non-beneficiaries are billed in an amount that results in recovery of actual costs for the health services they receive at ANSA facilities or through ASNA providers; and

WHEREAS, ASNA has entered into agreements to ensure payment for services offered to indigent non-beneficiaries as required by Section 813; and

WHEREAS, the Executive Board of ASNA has determined that each of the conditions of Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, is satisfied; and

NOW, THEREFORE, BE IT RESOLVED, that the ASNA Board of Directors authorizes the extension of health services to non-beneficiary in Arctic Slope, as provided in this resolution; and

BE IT FURTHER RESOLVED, that the President/CEO, or his or her designee, is authorized and directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service.

BE IT FURTHER RESOLVED, that this Resolution supersedes and replaces Resolution No. 2004-03 entitled Arctic Slope Native Association, Ltd. Health Services to Non-Beneficiaries dated June 2, 2004 addressing prior ASNA services to non-beneficiaries.

ADOPTED this 18 day of April, 2006, by a vote of 7 in favor, 0 against, and 0 not voting.

Attest:

Herman Kignak, Chairman

Bernice Kaigelak, Secretary

Appendix C

FY 2016 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO ARCTIC SLOPE NATIVE ASSOCIATION FOR FY 2016

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of ASNA under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with ASNA's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2016, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by ASNA to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties,

statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by ASNA or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures.*
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L.93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office. (Surcharge funded services are also provided as needed and are noted with an asterisk (*))	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including those in support of Tribally managed programs.
2. Maintain or develop Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.
4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.
5. Provide assistance to tribally managed facilities in acquiring excess federal property.*
6. Maintain the federal property inventory process including excess and disposal.
7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.
8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.*
9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.
10. Provide technical assistance to Tribally managed facilities on procurement issues.
11. Maintain the federal credit card program.
12. Privacy Act and Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $44 million).

c. Directly allocate IHS resources (currently approximately $15 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. **Health Facilities:** PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics (VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 490 federal (includes 190 IPA & 300 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 430 federal employees employed either directly or through Civil Service IPAs (130) or Commissioned Corps MOAs (300):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may. be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 300 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 14 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2012, the Alaska Area received in excess of $5.1 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 9/21/2017

Arctic Slope Native Association
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: Marie Carroll
Marie Carroll, President/CEO

Date: 5/23/17

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Arctic Slope Native Association

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Arctic Slope Native Association (hereinafter "ASNA") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), ASNA has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by ASNA on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to ASNA shall be determined under section 2 below. ASNA's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. ASNA may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, ASNA may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by ASNA.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to ASNA.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services ASNA proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent ASNA from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by ASNA and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by ASNA.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to ASNA under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing

services to ASNA.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of ASNA. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by ASNA and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. ASNA assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by ASNA shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of ASNA.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by ASNA under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The ASNA is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of

employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission; and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. ASNA agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds.

These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged ASNA for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to ASNA of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by ASNA authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services ASNA proposes to purchase from the IHS. In such case, no monthly payments are due from ASNA. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to ASNA and adjustments in the amount of withhold or payments needed to pay for all services ASNA has purchased, or proposes to purchase, will be made to the IHS by ASNA. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount ASNA hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being

purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount ASNA hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to ASNA of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from ASNA for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to ASNA due to Congress authorizing continuing resolutions or other delays in making lump sum payments to ASNA.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to ASNA within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and ASNA will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to ASNA, any over recovery by the IHS must be returned to ASNA and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by ASNA.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from ASNA.

3.4 Use of Other Funds Due ASNA to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to ASNA, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of ASNA's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to ASNA under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by ASNA under this Agreement in a manner agreeable to ASNA and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, ASNA may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. ASNA shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 15 Oct 08

Arctic Slope Native Association
on Behalf of Itself and Certain Alaska
Tribes, Identified in Exhibit A of the
Compact

By: _____
Marie Carroll

Date: Sept 19, 2008

Appendix E

FY 2018 Facilities List

ARCTIC SLOPE NATIVE ASSOCIATION, LTD.
FY 2018 FUNDING AGREEMENT
APPENDIX E

List of Facilities and Locations
Effective as of October 1, 2017

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where ASNA owns, leases, occupies, or otherwise uses real or personal property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

1. Arctic Slope Native Association Administrative Facility
2. Samuel Simmonds Memorial Hospital campus located on Agvik Street
    a. Hospital Facility
    b. Griest Building
    c. Old Housing Quarters
    d. New Housing Quarters
    e. Generator Building
    f. 401 Maintenance and Storage Building
    g. Auto Shop
3. Other Administrative, Program, Project, and Field Office locations including, but not limited to:
    a. Bunkhouses and Other Temporary Housing
    b. Tribal, Federal, Regional, or Local Community-Based Education, Child Care, or Public Health Facilities
    c. Information Technology or Telehealth Locations
    d. Project Offices, Both Temporary and Permanent
4. Samuel Simmonds Memorial Hospital Campus located on Uula Street
    a. Hospital Facility
    b. Temporary or Permanent Storage Facilities
    c. Project Offices, Temporary or Permanent
5. Shops, Yards, Staging Areas, Storage, Supply, and Parking Facilities and Locations including, but not limited to:
    a. South Pad Warehouse and Surrounding Staging Areas
    b. Construction and Expansion Sites
6. Quarters for Employee Housing, both on campus and off campus, both rented and owned
7. Residential Structures under construction for employee housing
8. Education, Training, and Public Outreach Facilities and Locations including, but not limited to:
    a. Training Locations
    b. Recruiting Locations
    c. Health Fairs
    d. Village Clinics
    e. Schools
    f. Community Buildings
    g. Locations in which support services to patients are delivered

9. Prematernal Home, 274 Pisokak Street
10. Assisted Living Facility, 5452 Northstar Street

Appendix F-1

Certification for New/Replaced/Added Space

IHS Area: Alaska

Certification for New /Replaced/Added Space
Agency-Related Program Space

Inclusion Criteria: Having space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.

1)	Tribe or Tribal Organization:	

Check one

☐ NEWLY ACQUIRED BUILDING
Not replacing or adding to a building already in the M&I/Equipment database.

☐ REPLACED EXISTING BUILDING
Replacing a building already In the M&I/Equipment dalabase. At the end of this form identify the existing building that was/is being replaced. Describe new building below.

☐ ADDED SPACE TO EXISTING BUILDING
Adding space to building already in the M&I/Equipment database. At the end of this form, Identify existing building being added to. Include only increased amount of space below.

Describe the space proposed to be added into the M&I/E Inventory. For additions to existing buildings, only include the additional space here. Existing building will be identified at the end.

2)	Identification of building meeting inclusion criteria above (name, number etc). Write In "ADDITION" when applicable.		
3)	Location of building (city, state, etc). Leave blank for additions.		
4)	Ownership of building (tribe, private, other). Include lease/rental type where applicable.		
5)	Building construction type. Choose from: trailer. fire resistant, masonry with wood, wood frame.		
6)	Gross square meters of addition or entire building. as applicable.		gsm
7)	Gross square meters or-actual space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
8)	Annual average hours of use per week by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
9)	Maintenance and repair funds currently provided under contract budget, either specifically or part of rental/lease payments.		$

This form is for buildings not required to be in the official IHS/GSA real property inventory. 2/5/99

10)	Briefly describe below the health services provided under the PL 93-638 contract:

Checklist of certifications to attach for space proposed to be added into the M&I/E Inventory.

	BUILDING CODES and STRUCTURAL Attach Certificate of Occupancy or other evidence of meeting national building codes, satisfactory structural condition, and safety. standards.	Cost to bring to Standard:	$

	SEISMIC (EARTHQUAKE) Attach seismic survey if applicable; Otherwise, provide basis for exemption..	Cost to bring to Standard:	$

	ENVIRONMENTAL Attach environmental assessment, Including of land.	Cost to bring to Standard:	$

	AS-BUILT SCALE DRAWING Attach as-built scaled drawing. Use metric units and scale.	Cost to bring to Standard:	$

Certified by:	Date:
Mailing Address:	
Phone with area code:	FAX number
E-mail address:	

For replacements and additions, identify existing building below.

11)	Identification of existing building which is being replaced or being added on to. (name, number. etc).	
12)	Location of existing building (city. state, etc).	

Appendix F-2

Energy Report

ALASKA AREA Energy Report

SERVICE UNIT:

Facility/Campus Name:

Current Reported SF:

FY 2006	Electricity (KWH)	Electricity Cost	Oil (Gal)	Oil Cost	Natural Gas (kft^3)	Natural Gas Cost	Other Source	Other Cost	Water (Gallons)	Water Cost
October										
November										
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										

Service Unit Facility Manager

Date

Appendix F-3

Final Real Property Closeout and

Interim Real Property Status Report

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, "*Project Name*".
FINAL REAL PROPERTY CLOSEOUT REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Final Real Property Project Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

10. **Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).**

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

CHIEF FINANCIAL OFFICER CERTIFICATION:

"I certify that the capitalized and expenses amounts for this final report were extracted from the attached General Ledger Summary. A successful independent audit of the organization was conducted in accordance with the Single Audit Act for the period in which the project was awarded and funded improvements completed. This information will enable the Indian Health Service to carry out its responsibilities under the Chief Financial Officers Act for reporting capital improvements made to federal facilities."

_____ Date: _____

Type Name of Chief Financial Officer
Type Name of Tribe/Tribal Organization

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, "*Project Name*"
INTERIM REAL PROPERTY STATUS REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Interim Real Property Status Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed In Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. **Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).**

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

Appendix F-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
cility Priority Number] (use for multiple PSD submittals to prioritize your projects)
te]
acilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix F-5

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title Date Environmental Coordinator Date

Appendix F-6

Quarters Management

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Service

QUARTERS ASSIGNMENT AND ACCEPTANCE AGREEMENT

AGENCY/BUREAU		INSTALLATION NAME
INSTALLATION NUMBER	STATE	COUNTY
NAME OF OCCUPANT		SOCIAL SECURITY NUMBER
EMPLOYMENT STATUS ☐ COMMISSIONED CORPS (RANK: _____) ☐ CIVIL SERVICE (GRADE _____)		
CONTRACTOR'S EMPLOYEE ☐ YES ☐ NO	LOCAL HIRE ☐ YES ☐ NO	ASSIGNMENT STATUS ☐ Permanent ☐ Temporary ☐ Term

DEPENDENT DATA

SPOUSE'S NAME	EMPLOYMENT STATUS ☐ Government Employee ☐ Civil Service ☐ Commissioned Corps
TOTAL NUMBER OF CHILDREN Number .. Female _____ Number .. Male _____	OTHER DEPENDENTS (Number _____) Relationship _____

QUARTERS DATA

BUILDING NO.	QUARTERS NO.	NET SQUARE FEET	NO. BEDROOMS
SINGLE ☐ YES ☐ NO	FAMILY ☐ YES ☐ NO	HOUSEKEEPING ☐ YES ☐ NO	NONHOUSEKEEPING ☐ YES ☐ NO
COMMUNAL KITCHEN ☐ YES ☐ NO		ADEQUATE ☐ YES ☐ NO	If "NO," explain: _____

FURNISHINGS DATA

ITEM _____	SERIAL NO. _____	INDEX NO. _____
ITEM _____	SERIAL NO. _____	INDEX NO. _____
ITEM _____	SERIAL NO. _____	INDEX NO. _____
ITEM _____	SERIAL NO. _____	INDEX NO. _____
ITEM _____	SERIAL NO. _____	INDEX NO. _____

RENTAL DATA

BASE MONTHLY RATE .. _____	ELECTRICITY ..... _____	FUEL ..... _____	GARBAGE ..... _____
ADJUSTMENTS ..... _____	WATER ..... _____	SEWER ..... _____	FURNISHINGS ..... _____
ADJUSTED BASE RATE .. _____	GAS ..... _____	OTHER ..... _____	TOTAL UTILITIES ..... _____

UTILITIES METERED AND BILLED DIRECT TO THE OCCUPANT ☐ YES ☐ NO If "NO," explain _____	TOTAL MONTHLY RENTAL RATE $
	TOTAL BI-WEEKLY RENTAL RATE $

GENERAL TERMS AND CONDITIONS

The _____ (hereinafter called the "agency") hereby assigns to to _____ (hereinafter called the "occupant") government quarters described above.

Rent shall be $ _____ per month, as indicated above. If the occupant is an agency employee, rent shall be payable through salary deductions in accordance with Section 5911(c), Title 5, U.S. Code. If the occupant is not an agency employee, rent shall be payable to _____ by cash collection. The rent shall be subject to automatic periodic adjustments between rental surveys in accordance with the PHS Quarters Management Manual and OMB Circular A-45, utilizing the Department of Labor Rent Series of the Consumer Price Index as the annual rent multiplier. The occupant will be notified in writing at least 30 days in advance of the rent adjustment which shall become effective the first full pay period in February of each year. A new Quarters Assignment and Acceptance Agreement (PHS-6070A) will be required whenever rates are revised pursuant to a rental survey.

If the occupant is a Commissioned Corps member and quarters are adequate, neither rent nor charges for utilities shall be withheld from the officer's pay. When quarters have been designated inadequate public quarters, the total of the rental rate, plus charges for furniture and utilities (except telephone) will be adjusted, if required, so as not to exceed 75 percent of the member's basic allowance for quarters (OMB Circular A-45, revised).

Occupancy of the subject quarters shall begin on _____. If the occupant is an agency employee, occupancy shall end upon the expiration of the occupant's employment at this location, unless previously terminated at the option of either party upon 30-days written notice. If the occupant is not an agency employee, occupancy shall end on _____, unless previously terminated at the option of either party upon 30-days written notice.

The occupant:

1. agrees to keep the premises in a clean, sightly, and safe condition, and upon vacating, to leave the quarters in a clean and orderly condition.
2. agrees to assist and cooperate with the agency in the care and maintenance of the premises and to promptly notify the housing officer of any damage or need for repairs to the premises.
3. agrees to make no repairs, alterations, improvements or additions to the premises unless authorized in advance and in writing by the agency head or his/her delegated official. All alterations, improvements or additions so authorized and made shall become and remain the property of the United States.
4. agrees to repair at his/her expense, any damages to the premises resulting from the neglect of the occupant beyond reasonable wear and tear. These repairs may be made by the agency, at its option, and the costs will be reimbursed by the occupant through a cash payment or payroll deduction.
5. agrees that no business will be conducted on the premises unless authorized in advance and in writing by the agency head or his/her delegated official.
6. agrees to maintain the premises as a private residence for himself/herself and his/her legal dependents. The occupant agrees to neither sublet any part or portion of the premises to any person, nor allow any other person or persons to reside on the premises without the prior written consent and approval of the delegated official.
7. agrees to conduct himself/herself and assure that his/her family and guests conduct themselves in such a manner as not to interfere with agency operations at the installation.
8. agrees to permit the agency head, or his/her delegated official, to enter the premises in order to inspect, make repairs, or take such other action as may be reasonable or necessary. The agency shall give notice of intent to enter the premises as it deems reasonable and practical under the circumstances.
9. agrees to pay normal rent for quarters during temporary periods of absence. The occupant is responsible for rent, furnishings, and utility charges until such time as the unit is completely vacated and cleaned. Charges will continue until a PHS Quarters Termination Record (PHS-6070B) and Quarters Deficiency Checklist (PHS-6068-1) have been executed, signed, and any discrepancies resolved. The occupant must receive the above quarters clearances prior to release from service and final payment of salary.

This agreement is subject also to any additional Terms and Conditions applicable to the installation and its quarters as set forth on exhibit(s) _____ and _____, attached hereto and made a part thereof.

DATE	AGENCY

I certify that I accept the Terms and Conditions stated in this Quarters Assignment and Acceptance Agreement and that I have participated in the pre-occupancy inspection of the quarters.

DATE	OCCUPANT

DISTRIBUTION: COPY 1—Employee/Occupant COPY 2—Installation Manager COPY 3—DHFP/OM/PHS

PHS-6070A
Rev 4/86

PHS-6070B
(rev. 6/85)

U.S. PUBLIC HEALTH SERVICE

QUARTERS TERMINATION RECORD

DHHS-PHS: _____

STATION: _____

STATE: _____

OCCUPANT NAME: _____

SOC. SEC. NO.: _____

EFFECTIVE DATE: _____

BI WEEKLY/MONTHLY NET RENTAL RATE: _____

BLDG. NO.: _____

QTRS NO.: _____

EXCEPTIONS: _____

I certify that the above-named occupant has been cleared of quarters and relieved of responsibility except as noted under exceptions.

_____

Signature of Housing Officer Date

_____

Signature of Occupant Date

Distribution: Employee/Occupant; Installation Mgr; Payroll; DHFP/OM/PHS

Appendix G

Actions Requiring IHS Environmental Review and Determination

APPENDIX G – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by Arctic Slope Native Association, Ltd. (ASNA), ASNA shall submit a proposal package that includes a completed Project Summary Document (See Appendix F-4) and Environmental Information and Documentation Form (See Appendix F-5) to the IHS. Coordination time between ASNA and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between ASNA, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
☐	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
☐	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
☐	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
☐	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
☐	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
☐	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
☐	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

☐	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
☐	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
☐	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
☐	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
☐	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
☐	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
☐	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
☐	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow ASNA and IHS to resolve them early.

Funding Agreement
between
Chickaloon Native Village
and
the Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Years 2023-2025

mis Funding Agreement is entered into by and between the Chickaloon Native Village and the Secretary of the Department of Health and Human Services r?lthe United States qf America. The Chickaloon Native Village has been authorized by resolution of'its Yi·aditional Council Io enter into this Funding Agreement and to be responsible for and cany out the terms of this Funding Agreement.

Section 1 - Obligations of the Indian Health Service.

1.1 Generally. Under the authority of Section 325 of P.L. I 05-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities ("PSFAs") of the Alaska Area Office and the Alaska Native Medical Center ("ANMC") have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service ("IHS") shall remain responsible for performing all federal residual PSFAs. lHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium ("ANTHC") and Southcentral Foundation ("SCF") on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by !HS as of October 1, 1997, to the extent permitted by Section 325 of P.L. I 05-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its responsibilities as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, as amended ("the Act"), and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact ("Compact") between the Chickaloon Native Village ("Chickaloon") and certain other Co-Signers thereof and the United States in Fiscal Years 2023-2025.

Jn addition, although funds are provided from Headquarters and Area Office in support of this Compact, !HS will agree to continue to make available to Co-Signer, PSFAs from both Area Office and Headquarters unless I00 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by]HS. Fu1thermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been incl ucled in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by THS shall be made in consultation with Alaska Tribes. THS PSFAs not negotiated into or listed

in Appendix *A* will be the responsibility of IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of lHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service ("AANHS") reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and Chickaloon wilI not be denied access to, or services from, Headquarters. Specifically, Chickaloon will receive the following services from IHS Headquarters:

1.1.1 Information Services. lHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OlT will provide specified services directly to Chickaloon. Tn addition, OTT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve Chickaloon's technical issue, Off's support of Chickaloon will include technical support needed on-site by Chickaloon. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of lnfonnat'ion Technolouv Provides:	Dii·ectly to ANTHC	Directly to Cosi1mer	Indirectly to Cosigner through ANTHC
National Database Services			
I00% Data Center Services	X		
Process Data ExDorls into National Database		X	
Evaluate, Correct, Convert Site Data for National Database		X	
Telecommunications M2mt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska Connection		X	
Email Transfer and Global Address Listinu		X	
SMTP Gatewav		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Develoomeot and Maintenance			
I00% Software Development and Maintenance	X		
Use of IHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-The-Sbclf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) Licenses (This docs not include licenses for stand-alone or interfaced commercial sothvarc.)			X
RPMS Package Support/Installation			X
System S111mort and Trainin2			
100% Svstcm St1D1JOrt and Trainnl!	X		
Nationallv Available OIT Training lnsh·uction (as available)		X	

[1] All references to Appendix A and Appendix B in this Funding Agreement are to the Appendix for the applicable fiscal year.

Office of information Technoloe.y Provides:	Directly to ANTHC	Directly to Cosie:ner	Indirectly to Cosigner through ANTI-IC
Alaska On-site Trainin_g lnslrnction (four annual classes)			X
Hardware and Operating System Suooort			X
Cache Uograde (initial installation)			X
National Patient File (2000) Conversion			X
Envov (WcbMD) Installation			X
Additional Services - Fee for Service	X	X	X

J.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, Chickaloon shall have access to training, continuing education, and technical assistance in the manner and to the same extent Chickaloon would have received such services if it were not a Self-Governance Co-Signer.

l.1.3 Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. Chickaloon may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that lHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IRS has the right to allow a tribe to do so and IHS determines that it will extend its rights to Chickaloon. Chickaloon's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

J.1.4 HIPAA Compliance. lHS retains the responsibility for complying with the Health lnsurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.2 Historical PSFAs. Chickaloon has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs have been transfeJTed to ANTHC and SCF from IHS.

1.3 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the II-IS Community Health Aide Program Certification Board (CHA PCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Communjty Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB *Standardv and f'roced11res.*

1.4 Access to Federal Insurance. IHS will assist Chickaloon to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which Chickaloon may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 2 - Obligations of the Co-Signer. This Funding Agreement obligates Chickaloon, subject to the availability of funding, to be responsible for and to provide health

PSFAs utilizing the resources transferred under this Funding Agreement and other funds as they may become available to Chickaloon. This Funding Agreement further authorizes Chickaloon to consolidate and redesign PSFAs identified in Section 3 [Tribal Programs and Budget] as provided in the Indian Self-Determination and Education Assistance Act, as amended, and the Compact.

Section 3 - Tribal Programs and Budget. Chickaloon agrees, subject to the availability of f1mding, to administer, provide, and be responsible for the health PSFAs, directly and through contract health services and other purchased services, identified below in accordance with the Compact and this Funding Agreement. For the purposes of the Funding Agreement, Chickaloon's general budget categories consolidate related health PSFAs as described in this section, or as necessary to fully provide for the needs of persons served under this Funding Agreement. Chickaloon is committed to and will strive to provide quality health services and will strive to meet standards Chickaloon believes to be appropriate and applicable to the delivery of those health services.

Chickaloon Native Village health services programs have been designed and established to provide lHS beneficiaries with health service programs to address a wide variety of health and social service needs. Such services include, but are not limited to: prima1y health care services; public safety services; child and family advocacy services; assisting the community with health maintenance, interpretation, access and/or referral to other services; provision of health promotion and disease prevention services and educational opportunities; provision of substance abuse prevention, intervention, assessment, outpatient and after-care services; Tribal wellness activities; provision of counseling on a wide variety of concerns; provision of health office administrative duties; planning and implementation of an Electronic Health Records system; and provision of managerial support to the tribal office. This program has four goals which are: (I) to provide the services, (2) to manage the services, (3) to evaluate the services to monitor quality assurance, and (4) to report the outcomes of the services provided in efforts to meet the ever changing need(s) of the community. All programs are under the direction of the Tribal administration and the Chickaloon Village Traditional Council, which provides policy, administrative and executive direction. Chickaloon's wide range of services are provided and facilitated directly, and in cooperation with ANMC, ANTHC, SCF,_other Co-Signers, and Cook Inlet Tribal Council, including through field clinics, refen-al to ANMC, and other arrangements with Tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of Chickaloon at Chickaloon 's direction.

Chickaloon is committed to and strives to provide quality health services in the community through advocacy, networking and collaborative efforts. As defined by the Chickaloon Village Traditional Council, Chickaloon and its staff may provide services in facilities and settings other than those controlled by Chickaloon. Informational, preventive, and educational services are disseminated through various mediums and include a variety of subjects to promote cultural pride, leadership, healthy lifestyles and life management skills. Employees may travel to various locations in the community to make presentations on such subjects to schools, public and private groups, and to participate in community-sponsored events.

3.1 Primary Health Care Services. Primary Health Care Services may include, but are not limited to:

3.1.J clinical outpatient services including, but not limited to, family practice, well baby exams, women's health services, health referral services, case management, medication management, and radiography;

3.1.2 setting up/scheduling appointments as needed or when needed for persons served at ANMC and other medical facilities and participating in discharge planning;

3.l.3 maintaining patient cha1ts/files documentation for Tribal program records, and referral efforts to physicians or specialty clinic personnel;

3.1.4 routine ground transportation services to facilitate access to healthcare services;

3.1.5 providing home visits, monitoring and other care to patients who cannot come to the village clinic, such as those who are chronically ill, elderly or infants;

3.J.6 providing integrated case management and patient referrals;

3.1.7 follow-up care for patients coming from hospitals or other treatment facilities;

3.1.8 interpreting prescriptions for patients, upon request;

3.1.9 provide referral and paperwork preparation assistance for access to other community health and social services resources, including, but not limited to, WIC, Food Stamp Office, Alaska Division of Public Assistance, Food Bank, Salvation Army, Catholic Social Services, Alaska Office of Children's Services, and other social services that can contribute to health status;

3.1.10 assist in care and treatment of substance abuse by providing assessments, interventions, referrals, outpatient monitoring, and after care compliance;

3.1.11 maintain a health clinic;

3.1.12 comprehensive services to raise dental health and lower the incidence of dental disease, including, but not limited to, general dentistry, dental hygiene, dental education;

3.1.13 services to reduce the incidence and prevalence of hearing loss, including education, diagnosis and treatment, including audiology clinics;

3.1.14 eye care services;

3.1.15 traditional, complementary and alternative medicine provides traditional healing services in coordination with existing western medicine services; and complementary and alternative patient care services demonstrated to be reasonably safe and effective and indicated for the patient's diagnosis or condition may be provided following a referral from a primary care provider (defined as an MD, DO, DDS, DMD, PA, or ANP);

3.1.16 provides or supports specialty clinics that may be provided by ANMC or other providers; and

3.1.17 engages in clinical quality assurance initiatives and clinical quality improvement efforts, and compliance activities.

3.2 Emergency Medical Services. Emergency Medical Services may include, but is not limited to:

3.2.1 when appropriate, coordinating treatment and care with physicians, other health care providers, and community EMS responders;

3.2.2 maintaining earthquake emergency supplies kit;

3.2.3 handling minor emergencies such as cuts, scrapes, burns, bee stings, slivers, etc.

3.3 Community Safety and Injury Prevention Services. Chickaloon provides community education, community safety patrols, and serves as a liaison with local, state and federal agencies directed al preventing intentional and non-intentional injury and death.

3.4 Public Health, Preventive Care and Health Education Services may include, but are not limited to, education and training about health promotion, disease and injury prevention, prenatal, postnatal, well baby, family planning, substance abuse treatment, mental health education, educational activities, health and wellness recreational and exercise activities, home visits, immunizations, blood pressure checks, oral health programs, and counseling. These health education services are coordinated with the related direct care programs offered by Chickaloon.

Chickaloon created a public health program in response to COVID-19 in order to perform contact tracing, engage in public health awareness and education, and to mitigate the spread of COVID-19 and other infectious diseases, such as by providing personal protective equipment and masks to the community.

Chickaloon also collaborates and coordinates with Tribal partners, and local, state, and federal agencies in response to COVID-19.

3.5 Behavioral Health includes:

3.5.1 Health promotion and education (including youth development services and programs, Tribal wellness and sobriety programs or activities, prevention of interpersonal violence, and environmental services); substance use disorder intervention (including services provided to beneficiaries referred by the courts); mental health disorder outreach and referrals; client advocacy and case management for services described in this Funding Agreement; crisis intervention; support services for individuals with severe mental illnesses, emotional disturbances, or substance abuse problems, psychiatric services and general mental health services.

3.5.2 Tribal Opioid Response services that provide outreach and referrals, client advocacy, and case management for services pertaining to substance misuse.

3.6 Wellness.

3.6.1 Generally. Chickaloon promotes the physical, mental and spiritual well-being of individuals, families and the Tribe through all of its programs. Chickaloon promotes healthy lifestyles through a number of community outreach activities, including health promotion and disease prevention events; promotion of cultural traditions, healthy relationships, sobriety, and self-sufficiency, wellness improvements (with emphasis on achieving and maintaining sobriety through a variety of methods and programs that include public education and training, support for positive community events, restorative justice and Tribal court improvements (includingjuvenile and drug court; support for Tribal empowerment and public safety; and case management and other services for individuals who have experienced conflict in the community because of substance abuse or behavioral health issues.

3.6.2 Environmental Health and Injury Prevention. Chickaloon provides environmental health, including, but not limited to, consultation, advocacy, facilitation, and

training regarding such matters as septic systems, landfills, identification, evaluation and control of biological, chemical and physical factors in the environment that may have an adverse impact on health; working with State and local agencies to reduce air contamination; and working directly and with governmental agencies to improve road safety and the availability of emergency transport. Chickaloon provides programs and activities to lower the numbers of intentional and unintentional injuries, deaths and disabilities by offering a variety of prevention activities including a summer safety swim program, fire extinguishers, carbon monoxide detectors, chimney cleaning, and smoke detectors.

3.6.3 Child and Family Services. Chickaloon provides assistance and services to children and families who have experienced or are at risk of child physical abuse, sexual abuse, and neglect and other conditions that place a child at physical or emotional risk; including services to assure a safe environment for the welfare of the child and work toward the ultimate rehabilitation of the child and family.

3.6.4 Home- and Community-Based Care. In accordance with Section 205(a)(2) of the Indian Health Care Improvement Act, as amended ("JHCIA"), codified at 25 U.S.C. § 1621d, Chickaloon provides through a combination of western methods and traditional modalities, home care and other community-based services including assistance with activities of daily living. These services are provided to individuals who are unable lo perform their activities of daily living on their own, or when the families are unable to meet all of their needs.

3.6.5 Health Education provides services to inform, educate, and motivate residents to adopt healthy lifestyles, including but not limited to, fetal alcohol spectrum disorder (FASD) prevention and treatment.

3.6.6 Maternal and Child Health Program provides prenatal care, family planning and newborn patient education, assistance in risk screening, coordination of prenatal care.

3.6.7 Elder Outreach and Health Program provides nutrition services to Elders 55 years of age and over and their spouses; escort, shopping assistance, passenger assistance, transpo1tation, outreach and advocacy, information, and refe1nl services to Elders and persons with handicaps or disabilities.

3.6.8 Nutrition and Fitness. Chickaloon provides nutnt1011education, food supplements, counseling, monitoring and other services for those of all ages who are at nutritional risk; and programs to encourage healthy and subsistence-based lifestyles and individual and community wellness, through community and individual activity, physical fitness, and other wellness programs.

3.6.9 Community Support provides assistance to elders, low income and handicapped and disabled individuals and families to maintain safe, independent housing, including education of household members and assistance with home maintenance, including snow removal and safe, reliable heating.

3.6.10 Transportation Services. Chickaloon provides patient travel (including escorts) in accordance with Section 2l 3(a) of the IHCIA, as amended, codified at 25 U.S.C. § 1621/.

3.7 Purchased/Referred Care. Chickaloon purchases health services not othetwise available or accessible to eligible beneficiaries in the area Chickaloon serves. Program administrative activities include, but are not limited to, patient advocacy, monitoring of patient care for appropriateness of services, medical necessity policies, and eligibility detenninations.

3.8 Administrative Support Services. Provides a complement of services required to support the provision of health services, including, but not limited to, the PSFAs described below.

3.8.1 General. Chickaloon pe1forms administrative functions, including, but not limited to, providing direction, program and staff supervision, organizational and program planning, administrative support, facilities and equipment management, maintenance and improvement of facilities; inventory control; budget development and maintenance; third party billing; grant writing; legal consultation; accounting functions; contract development and management; purchasing management; technology management; and repo11ing statistics as appropriate.

3.8.2 Human Resources provides personnel services including staffing, recruitment, retention, job classification, pay and benefits administration, training, continuing education and development, employee relations, human resources information systems; and staff health education.

3.8.3 Finance performs accounting, statistical records, payroll, accounts payable, grant requests and administration, reporting, and other finance activities, and coordinates reimbursement, budgeting and forecasting programs, cash management and annual third party audits.

3.8.4 Technology/Telecommunication Services direct, coordinate and execute telecommunications, telephone, data processing, training and education, network and information management for operations and regulatory compliance; provides maintenance, inventory, and equipment repair and disposal; coordinates with regional and statewide efforts for telemedicine, telehealth, telepharmacy, and teleradiology services; and planning and implementation of an electronic health record system.

3.8.5 Facilities Management and Planning provides assistance, planning, design, management and general contracting for construction, demolition and clean-up, renovation, maintenance, security, and operation of all facilities and properties used by Chickaloon under this Funding Agreement.

3.8.6 Compliance Coonlination promotes responsible ethical behavior and business practices consistent with Chickaloon 's mission, vision, and values; risk management; HIPAA compliance, policy and procedure development and enforcement; and quality assurance and improvement activities.

3.8.7 Patient Registration includes administrative services such as RPMS data entry; medical manager data entry maintenance; and health information management.

3.8.8 Benefits Eligibility determines eligibility for medical insurance and assistance with applications for same; and assisting individuals in obtaining alternative funding for health care services.

3.9 Tribal Representation provides Tribal representation on a regional, state, and national level, including, but not limited to, Tribal representation to the ANHB, ANTHC, Anchorage Service Unit Tribal Health Council, and tribal caucus meetings, along with payment of dues and pro-rated consultation fees.

3.10 Traditional Council. The Chickaloon Village Traditional Council actively provides policy and direction regarding all PSFAs caITied out under this Funding Agreement.

3.11 Other Programs/Services Funded.

3.11.1 Generally. This funding agreement includes programs, functions, services and activities resulting from Tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article Ill, Section 6 [Consolidation with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.11.2 Non-IHS Funding. Chickaloon will complement and supplement the PSFAs described in Section 3 [Tribal Programs and Budget] with funding from sources other than !HS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article 111, Section 5 [Reallocation], 6 [Merging with Other Programs], 7 [Program Income] of the Compact, non-THS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.12 Applicability of the Federal Tort Claims Act. The Federal Tort Claims Act applies to Chickaloon's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V (which incorporates Section I 02(d) of Title l of the Act and Section 314 of P. L. IO1-512) and Article V, Section 3 [Federal Tort Claims Act Coverage, Insurance] of the Alaska Tribal Health Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

Section 4 - Amounts Available During the Term of the Funding Agreement

4.1 The following amounts shall be available to Chickaloon in Fiscal Years 2020-2022 pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title l of the Act.[2]

/\ breakout of these funds is shown in Appendix A, which cites the source document used to detennine the amounts. These amounts arc subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between !HS and Chickaloon for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

	Annual Funding
Recurring base: Inclusive of all recurring funding, including recurring contract support funds.[3]	$43,863
Non-recurring funding.[4]	$13,482
Subtotal: (This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreement])	$57,345
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement.[5]	$18,488
Headquarters - Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[6]	$12,963
Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	$0
Subtotal - Tribal Shares[7]	$31,451
TOTAL COMPACT FUNDING[8]	$88,796

See Footnote 2.

4 These non-recurring funds are shown in Appendix A. Other non-recurring funds are not specifically idenlifiecl in lhis Agreement, but will be provided to the Chickaloon Native Village in the future by amendment. *See* Footnote 2.

5 *See* Footnote 2. Funds from Area were distributed according to methodologies agreed upon in a caucus open lo all Alaska Tribes and tribal organizations. The specific methodologies arc identified in Appendix A.

6 *See* Footnote 2. Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headqua11ers was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. Tn addition to the Funding amount, Chickaloon is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "Chickaloon Restricted" column on Page I of Appendix A.

The subtotal of tribal shares docs not include certain Headquarters' tribal shares for which the amount or availability have not been determined. This amount will be adjusted to make available all funds for which the Chickaloon Native Village is eligible.

For the reasons noted regarding the amounts that make up this total and because full funding amounts under the predecessor contract may not have been fully identified or reconciled as of the time this funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

These amounts are subject to additions of new funds received during the term of this Funding Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the Indian Self-Determination and Education Assistance Act, as amended. Any amounts remaining unspent under Contract No. 243-97-6038, after adjustment and reconciliation of the withheld amounts for supplies and services, if any, as of the last day of the fiscal year, shall be included in this Funding Agreement.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to Chickaloon's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add any statutorily mandated grant(s) administered by the Department through lHS to this Funding Agreement after such grant(s) have been awarded. Any other statutorily mandated grants administered by the Department through !HS and awarded to Chickaloon may be added to this Funding Agreement after such grants have been awarded. Grant funds will be paid to Chickaloon as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. Chickaloon will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. Chickaloon will comply with all terms and conditions of any such grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and §5388 (c). The paities agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the fiscal year covered by this agreement, which represents the parties' estimate of Chickaloon's full CSC requirement pursuant to 25 U.S.C. § 5325, is $29,662, including $ I 6,180 for direct CSC and $13,482 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. ln the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and Chickaloon's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the TSDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 710 I et seq.

Section 5 - Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withhold], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of the Funding Agreement] of this Funding Agreement shall be paid to Chickaloon, in accordance with Article 11, Section 4 (a) [Payment Schedule] of the Compact; payment to Chickaloon to be made as follows:

One annual payment in lump sum to be made annually in advance by check or wire transfer.

5.2 Availability of Tribal Shares. Chickaloon will be paid I 00 percent of Headquaiters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withhold.[9] Chickaloon may carry out its responsibility to provide ce,tain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from lHS) of the Compact, as permitted by law. Chickaloon does not wish to exercise this option at this time. If Chickaloon chooses to accept this option during the effective period of this Funding Agreement, Chickaloon and lHS will amend this Funding Agreement to incorporate the common Compact Funding Agreement provision applicable to Buyback/Withhold and Chickaloon and JHS will enter into the current common Alaska Tribal Health Compact, Buyback/Withhold Agreement.

5.4 Periodic Payments. Payment of funds othe1wise due to Chickaloon under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of Chickaloon by check or wire transfer.

Section 6 - Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to 11-lS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to Chickaloon in this Funding Agreement shall be adjusted as necessary, after Chickaloon has been notified of such pending action and subject to any rights which the Co-Signer may have under this Funding Agreement, the Compact, or the law.

Section 7 - Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(l) of Title V, records acquired, generated or maintained by Chickaloon shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1. l patient medical records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

7.1.2 pursuant to Section 105(0) of Title I, the medical records generated by Chickaloon shall, at the option of Chickaloon be stored with the National Archives and Records Administration, and Chickaloon shall have access to such records.

7.2 Confidentiality Standards. Chickaloon will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Act of 1996 (HlPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Patts 160, 162 and 164. If a record is not subject to HIPAA, Chickaloon will maintain the confidentiality of its records in accordance with policies and procedures consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

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[9] Chickaloon cu1Tently docs not exercise any buyback.

Section 8 - Program Rules. Chickaloon will make a best effort to catTy out the health PSFAs in this Funding Agreement in compliance with applicable standards and guidelines adopted by the Traditional Council.

Except as specifically set forth in this section, pursuant to Section 5 I 7(e) of Title V, Chickaloon does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by THS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9- National Environmental Policy Act. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IRS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless Chickaloon has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix G. Where Chickaloon plans to undertake an action, as described in Appendix G, on IHS owned real property or utilizing IRS funds received through this Funding Agreement and Chickaloon has not assumed these responsibilities, Chickaloon will provide IHS with a Project Summary Document (see Appendix F-4) and a completed Environmental Information and Documentation Form (see Appendix F-5) so that LHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONST)), as soon as possible. All documentation shall be submitted to IHS as early as possiblt::in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by Chickaloon until IHS completes its compliance responsibilities and so advises the Co-Signer with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 10 - Retrocession. The retrocession provisions of Section 506(t) of the Act are herein adopted, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, shall be six months from the date of the request by the Chickaloon Native Village. Retrocession may be effective with less than six months notice, providing the Chickaloon Native Village and IHS agree to an effective date of less than six months from the date of the retrocession request.

Section 1 J - Consolidation of Contracts and Previous Annual Funding Agreements. The contract listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, services, functions, and activities, provided to the Co-Signer.

Contract No: 243-97-6038, as modified.

Section 12 - Amendment 01· Modification of this Funding Agreement.

12.I **Form of Amendments.** Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the fotm of a written amendment and shall require written consent of the Chickaloon Native Village and the

United States. Pa1ticipation or written consent of Tribes and Co-Signer(s) not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from 11-1S. Should Chickaloon determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the pai1ies shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from the Co-Signer back to !HS and the pro-rata share of funding for that program, service, function or activity shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

12.3 Due to Addition of New Programs. Should Chickaloon determine that it wishes to provide a program, function, service or activity ofIHS not included in this Funding Agreement, Chickaloon shall submit a proposal to IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Chickaloon may submit a final offer in accordance with Title V procedures set forth in Section 507(6)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS, the Alaska Area Office shall prepare within 30 days an amendment to this Funding Agreement and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. Co-Signer shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for lHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to Co-Signer. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

12.5 Other Adjustments. Upon written authorization by the Chickaloon Native Village and agreed to by IHS, IRS may reallocate funds retained by IHS, which are obligated to Chickaloon, for the purpose of reimbursing IHS for services or equipment provided to Chickaloon to assist the Chickaloon Native Village in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by Chickaloon shall be submitted in writing to IHS, Alaska Area Director with a copy to the Office of T1ibal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title J of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraphs 12.4 [Due to Availability of Additional Funding], and 12.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by Chickaloon shall be processed in accordance with Section 507(6)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of Chickaloon shall only be required for issuing amendments for those funds which:

12.7.1.1 require a change to Section 3 -Tribal Programs and Budget;
12.7.1.2 require a specific commitment by Chickaloon (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
12.7.1.3 reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Due to Congressional Action].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;
12.7.2.2 Program/Area/HQ End-of-Year Distributions;
12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Chickaloon will return the unused amount to the IHS CHEF account;
12.7.2.4 CHS Deferred Services;
12.7.2.5 Routine Maintenance & Improvement; or
12.7.2.6 Collections and reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to Chickaloon after any such funds are added to the Funding Agreement. Chickaloon retains the right to reject the addition of such funds to the Funding Agreement and return the funds to lHS.

Section 13 - Third Party Recoveries. Any funds recovered by Chickaloon through the filing, Iitigating, or settling a claim against a third party shall be the property of Chickaloon and shall be considered program income to be utilized by Chickaloon as provided in Article Ill, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the Compact.

Section 14- Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, Chickaloon shall be the payer of last resort.

Section 15 - Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out: health services of !HS under tbe lndian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" 25 U.S.C. § 1680c(c)(2). The Chickaloon Village Tribal Council has made such determination consistent with Section 813, and provides for its findings in Resolution No. 101020-01. Resolution

101020-0 I is attached as Appendix C and incorporated by reference herein. Chickaloon may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 101020-01. ln addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 16 - Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters are set forth in an attachment to this annual Funding Agreement, which shall be identified as Addendum 2, "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. Chickaloon does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 17 - Severa bi lit)'.

This Funding Agreement shall not be considered invalid, void or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 18 - Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(6), Chickaloon exercises its option to include the following provisions of Title I of the Act as pmt of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Acl.

18.1 25 U.S.C. § 5304(e) (definition of "Indian Tribe");
18.2 25 U.S.C. § 5322(6) (related to grants for health facility construction and planning, training and evaluation);
18.3 25 U.S.C. § 5322(d)(l) (related to duty of IHS to provide technical assistance);
18.4 25 U.S.C. § 5324(a)(I) (exemption from Federal procurement and other contracting laws and regulations);
18.5 25 U.S.C. § 5328(6) (conflicting provisions of law);
18.6 25 U.S.C. § 5329(c) section I (b)(S)(F) (screener identification);
18.7 25 U.S.C. § 5329(c) section l(b)(9) (availability of funds);
18.8 25 U.S.C. § 5329(c) section I (d)(l)(B) (construction of contract);
18.9 25 U.S.C. § 5329(c) section l(d)(2) (good faith).

Section 19- Effective Date and Duration. The effective date of this Funding Agreement is October 1, 2022 the Funding Agreement will remain in effect through the 2025 Federal Fiscal

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Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 (Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of
Department of Health and Human Services

By: Evangelyn L. Dotomain -S

Digitally signed by Evangelyn L. Dotomain -S
Date: 2022.11.04 10:09:15-08'00'

Evangelyn Dotomain
Alaska Area Director
Indian Health Service

Date: .....

Chickaloon Native Village

By: chief Gtrv I1firiiso11(May 30, 7022 09:25 AKOI)

Gary Harrison, Traditional Chief

Date: May 30, 2022

Appendix A

FY 2022 Financial Summary

Chickaloon

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2022

Tribal Share Summary Chickaloon	FY 2022 Negotiated Amount	Chick. Restricted	Total Due Chick.	Initial Lump Sum Payment
Area TS Amount	$19,289	$801	$18,488	$18,488
	0		0	0
Subtotal Area TS Amount	$19,289	$801	$18,488	$18,488
Headquarters TSA Amount	$14,604	$1,640	$12,964	$12,964
Headquarters Other Program Formula (OEHE)	$32	$32	$0	$0
Subtotal Headquarters TS amounts	$14,636	$1,672	$12,964	$12,964
Total Tribal Shares	$33,925	$2,473	$31,451	$31,451

Driving Variables Chickaloon	FY 2022
Population (2010 Census AN/AI population)	33
Tribes (Federally Recognized Tribes)	1
Recurring Base - FY 2013 (less VBC)	$31,284
Percentage of Total Area TS (of all Alaska Tribes)	0.14310%
Percentage of ATHC (of all Title V Alaska Tribes)	0.14488%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Chickaloon	FY 2022
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Chickaloon

Line #	FY 2022 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	Chick. AK Dist.	Chick. Retained	Chick. Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$17,030		$17,030
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$741	$741	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$282		$282
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$279	*$0*	$279
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$1,302	$741	$561
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$844		$844
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$60	$60	$0
23	Health Facilities/Main./ Spec. Prc	$1,368,036	$114,204		$1,216,669	$37,163	$53		$53
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$957	$60	$897
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$19,289	$801	$18,488

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space avai

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Chickaloon

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares Chick. Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$200	$0	$200
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$16	$16	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$291	$0	$291
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$180	$0	$180
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$204	$0	$204
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$105	$0	$105
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$45	$0	$45
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$61	$0	$61
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$16	$0	$16
	118	Research Projects	x			$1,283,252			143,088	143,088	$207	$0	$207
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$4	$0	$4
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$297	$45	$252
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$13	$0	$13
	123	Physician Residency	x			$277,416			31,093	31,093	$45	$0	$45
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$334	$0	$334
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$499	$0	$499
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$4,003	$1,113	$2,890
	127	Evaluation	x			$1,063,992			119,272	119,272	$173	$0	$173
	128	National Indian Health Board	x			$459,114			51,111	51,111	$74	$0	$74
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$163	$0	$163
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$61	$0	$61
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$219	$0	$219
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$122	$0	$122
	133	Health Records	x			$136,277			12,043	12,043	$17	$0	$17
	134	AIDS Program	x			$422,971			78,823	78,823	$114	$0	$114
	135	Handicapped Children	x			$346,083			40,775	40,775	$59	$0	$59
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$1,341	$373	$969
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$167	$0	$167
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$436	$0	$436
	202	IHS Dental Program- Program formula		x		$5,268,414					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$252	$0	$252
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$102	$0	$102
	303	National Conference	x			$107,552			$11,990	11,990	$17	$0	$17
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$748	$0	$748
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$70	$0	$70

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Chickaloon

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	Chick. Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$523	$0	$523
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$149	$0	$149
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$185	$0	$185
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$388	$0	$388
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$2,257	$0	$2,257
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$443	$93	$349
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,130,837				$197,905	$31	$31	$0
	2403	Facilities & Property Support		x		$24,305,205				$221,409	$1	$1	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$0	$0	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$14,604	$1,640	$12,964
TOTAL PROGRAM FORMULA AMOUNT						$47,471,900				$1,497,560	32	$32	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,594,258				$11,577,745	$14,636	$1,672	$12,964

Column 1 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - Direct Ops Dental from line 1302 is now here. No impact on TS.
Line 1301a - DIR Withheld was computed at 16.4% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Chickaloon**

Contract/Compact Period **October 1, 2021 through September 30, 2022** **58G110101**

	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	non recurr.	0.001431039		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$12,517		$4,854	$7,486	$0	$24,857
2	Dental	$464		$300	$436	$0	$1,200
3	Mental Health	$109		$1,848	$371		$2,328
4	Alcohol & Substance Abuse	$298		$1,225	$819		$2,342
5	Public Health Nursing	$90		$175	$149		$414
6	Health Education	$25		$359	$185		$569
7	Community Health Reps.	$101		$132	$388		$621
8	Immunization(AK only)	$43		$498	$0	$0	$541
9	Direct Operations	$48		$6,120	$2,606		$8,774
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$13,695	$0	$15,511	$12,440	$0	$41,646
15	Purchased/Referred Care	$13,988		$2,080	$523		$16,591
16	Operation Cost for Tribal Clinics					0	$0
17	Environmental Health Support	$0		$844			$844
18	Facilities Support	$0		$53			$53
19	OEHE Support				$0		$0
20	Maintenance and Improvement		$0		$0		$0
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$0				$0
24	TOTAL, Facilities	$0	$0	$897	$0	$0	$897
25	Current year CSC Direct	$16,180					$16,180
26	Current year CSC Indirect		$13,482				$13,482
27							
28	Other (See Remarks)						$0
29	TOTAL, CSC	$16,180	$13,482	$0	$0	$0	$29,662
30	Quarters						$0
31	Contract Hlth Svs (Pr Yr)						$0
32	Indian Hlth Facil (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$43,863**	**$13,482**	**$18,488**	**$12,963**	**$0**	**$88,796**

FOOTNOTES

The FA program funding amount in column 1 and 2 are as of FA 12 dated 9/30/2021

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to a with Sec. 4 of the FA.

Chickaloon
Withhold Calculation

The co-signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, surcharge 0.285% — **U** (Yes or no)

The co-signer will "withhold" the minimum intial amount for IPA, etc and "buyback" services 0.285% — **yes** (Yes or no)

Service	Annual amount				Est. monthly payment	Initial auth. withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total annual estimated cost		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	see footnotes
H & C						
IPA/MOA Personnel Costs		$0	$0	$0	$0	$0
VBC			$0	$0	$0	$0
Other			$0	$0	$0	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATIONS						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMM.	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases			$0	$0	$0	$0
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

FOOTNOTES

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other co

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix B

Continuing Services Agreement for FY 2020

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO CHICKALOON NATIVE VILLAGE FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Chickaloon Native Village under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Chickaloon Native Village's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Chickaloon Native Village to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Chickaloon Native Village or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting „ Personal Property, and FOIA Coordination	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker’s compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: Evangelyn L. Dotomain -S
Digitally signed by Evangelyn L. Dotomain -S
Date: 2022.03.03 13:54:40 -09'00'

Director
Alaska Area Native Health Service, IHS

Date: _____

Chickaloon Native Village
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: Chief Gary Harrison
Chief Gary Harrison (Feb 1, 2022 14:52 PST)

Gary Harrison, Traditional Chief
Chickaloon Native Village

Date: Feb 1, 2022

Appendix C

Resolution No. 101020-01

APPENDIX D

CHICKALOON VILLAGE TRADITIONAL COUNCIL

Chickaloon Native Village
(Nay'dini'aa Na')

Gary Harrison, Traditional Chief

Doug Wade, Chairman/Elder

Ricky Harrison, Vice-Chairman

Penny Westing, Secretary

Jesse Lanman, Elder Member

Larry Wade Elder Member

Burt Shaginoff, Elder Member

Albert Harrison, Elder Member

Jennifer D. Harrison, Executive Director

RESOLUTION TO PROVIDE HEALTH SERVICES TO NON-INDIAN HEALTH SERVICE BENEFICIARIES

RESOLUTION 101020-01

WHEREAS, Chickaloon Village Traditional Council is an Indigenous Government with full power and authority to act for Chickaloon Native Village, and/or Chickaloon Village (Nay'dini'aa Na'); and

WHEREAS, Chickaloon Village is part of the Athabascan Nation and is a distinct, independent political community, and as such is qualified and exercises powers of self-government by reason of its original Tribal sovereignty as passed down from its ancestors since time immemorial; and nothing in this resolution shall be in conflict therewith; and

WHEREAS, Chickaloon Native Village is a Federally-recognized Tribal Government in Alaska (Federal Register, Volume 58, Number 202, November 24, 1982), with full power and authority to negotiate with the Federal Government; and

WHEREAS, Chickaloon Village Traditional Council did not cede, terminate, extinguish, or relinquish its original, possessory and aboriginal rights; and

WHEREAS, Chickaloon Village Traditional Council is the governing body of Chickaloon Village as recognized by the Chickaloon Tribal citizens; and has a responsibility to provide a government for the good health and welfare of its Tribal citizens, address any needs in its community; and

WHEREAS, Chickaloon Village Traditional Council's strategic plan identifies delivery of health services as a short-term goal in order to reach our long-term goal of exercising and asserting our self-determination by developing and managing programs to serve our health, social, housing, educational, judicial, transportation, and economic development needs; and

WHEREAS, the Chickaloon Village Traditional Council has provided health services pursuant to a contract with the Indian Health Service pursuant to Title I of the Indian Self-Determination and Education Assistance Act and is entering into the Alaska Tribal Health Compact as of FY 2011 pursuant to Title V of the Indian Self-Determination and Education Assistance Act in order to expand its ability to meet the needs of its tribal citizens and other Indian Health Service beneficiaries; and

WHEREAS, Section 813 of the Indian Health Care Improvement Act, as amended, authorizes the governing body of an Indian Tribe providing health services under a compact to determine whether such health services should be made available to individuals not otherwise eligible for such health services; and

WHEREAS, the Chickaloon Village Traditional Council has determined that it will be able to provide a broader array of services to its tribal citizens and other IHS beneficiaries if it also serves individuals not otherwise eligible for such health services since those services will generate needed third-party revenues; and

WHEREAS, the Chickaloon Village Traditional Council has determined that providing such services will not result in the denial or diminution of health services by any Indian or Alaska Native entitled to such health services; and

WHEREAS, the Chickaloon Village Traditional Council health programs have the capacity to bill and collect to ensure that it recovers the cost of delivering health services provided to an individual who is not otherwise entitled to services under the Compact and Funding Agreement; and

WHEREAS, the Chickaloon Village Traditional Council has determined that the conditions of Section 813, as amended, are satisfied;

NOW THEREFORE BE IT RESOLVED, that Chickaloon Village Traditional Council hereby authorizes delivery of health services to individuals who would not be otherwise eligible for health services in accordance with the requirements of Section 813 of the Indian Health Care Improvement Act, as amended, that such services will not result in denial or diminishment of health services to those otherwise entitled to health services under the Chickaloon Village Traditional Council's Compact and Funding Agreement with the Secretary of Health and Human Services; AND

BE IT FURTHER RESOLVED the Chickaloon Village Traditional Council hereby authorizes its Health Director to monitor the delivery of health services offered pursuant to this Resolution and to report to the Chickaloon Village Traditional Council if, at any time, it appears that offering services pursuant to this Resolution may result in denial or diminishment of services to individuals otherwise eligible for services. ; and

It is hereby certified that this resolution was duly considered and approved this 12th day of October 2010, ✓ unanimous; or with a majority vote of 0 affirmative; 0 negative; 0 abstention, and/or 0 absent votes.

Douglas Wade,
Chairman

Penny Westing,
Secretary

Gary Harrison,
Traditional Chief

Appendix D

[RESERVED]

Appendix E

FY 2023 Facilities List

DEPARTMENT	WORK #	FAX #	Address:	City/State/Zip	Other Uses
Accounting / Administration Ggax Hwnax (Rabbit House) Environmental Stewardship	745-0749	745-0709	9255 North Glenn Highway	Palmer, AK 99645	Accounting, I/T, Administration, and Ahtna Language program offices Environmental Services and Education
Red Building Udzih Hwnax	745-0749	745-0709	9255 North Glenn Highway	Palmer, AK 99645	Used to house culture and Tribal Historic Preservation Office;
Benteh Nuutah Valley Native Primary Care Center			1001 S Knik-Goose Bay Rd.	Wasilla, AK 99654	Chickaloon HSS has an office here, used for meetings and trainings.
Education Campus (Ya Ne Dah As)YNDAS/Preschool Tikaandi Hwnax (Wolf House)	745-0722	745-7154	9109 North Glenn Highway	Palmer, AK 99645	Counseling and testing, culture and language programs; Pre-K through 8th grade school that does health promotion and prevention, including teaching western academics, Ahtna language and culture, experiential learning outside. Facilities also used for meetings, Beading Class, Parenting Classes, and family Counseling.
Tribal Government, Justice Department, Tribal Court Ne'iine' Hwnax (Chickadee House)	745-0704	745-0708	16166 North Glenn Highway	Sutton, AK 99674	Counseling, Elders' Lunches, staff trainings, Traditional Council Meetings, education and health training; and case management services. The Justice Department and Court resides in the lower part of the building.
Health & Social Services C'eyiits' Hwnax (Life House) Clinic			111495 North Callison St.	Sutton, AK 99674	Health & Social Services Department, ICWA offices, and Clinic; some space shared with SCF and CITC.
Green House C'etaan Hwnax (Green House)	N/A	N/A	21117 East Myers Ave. Log Building	Sutton, AK 99674	Traditional Healing and Nutrition Gardens/Volunteer Opportunities
Affordable Housing			All Elk Rd.	Sutton, AK 99674	14-15 units, with 1-2 being added per year for transitional living/housing for those in recovery
School Storage – Blue Building Debae Hwnax (Sheep House)	745-0793		9109 N Glenn Highway	Sutton, AK 99674	Storage for the School.
Storage Office - Green Building Naggets'I Hwnax (Red Fox House)	N/A	N/A	9255 North Glenn Highway	Palmer, AK 99645	Administrative Records Storage/Classroom
Transit/Transportation Ł̨ukae Hwnax (Fish House)	745-1735	745-0654	21117 East Myers Ave.	Sutton, AK 99674	Heath and wellness transportation including on-demand transit to the Clinic, HHS programming (such as the elders program), and wellness activities. Also includes HSS

DEPARTMENT	WORK #	FAX #	Address:	City/State/Zip	Other Uses
					transportation and advocacy services by reservation, which provides outreach, behavioral health, medical, elders (to pay bills, get groceries, etc.) Also provides employment transportation.
Sutton Library			11301 Chickaloon Way	Sutton, AK 99674	Health fairs, training
Alpine Historical Park			Mile 61.6 Glenn Highway	Sutton, AK 99674	Adjacent to library. Chickaloon conducts trainings here.
Raven Hall			State Fairgrounds (2075 Glenn Highway)	Palmer, AK 99645	Annual Gathering health fair every summer
Moose Creek Campground			Mile 54 ½ Glenn Highway	Sutton, AK 99674	Training; staff meetings; educational sessions held in summer.
Larry Wade House			8975 N Glenn Hwy	Palmer, AK 99645	New house and workshop space, PPE storage and office records storage, and workspace for wellness projects; also serves as temporary quarantine/isolation location to mitigate the spread of COVID-19, in accordance with applicable standards, and/or infection control procedures.
Hemmer House			2301 N Hemmer Rd	Palmer, AK 99645	New health department office (public health) in Unit A. Also serves as temporary quarantine/isolation location in Units B and C of the building - to mitigate the spread of COVID-19, in accordance with applicable standards, and/or infection control procedures.

Appendix F-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix F-5

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title	Date	Environmental Coordinator	Date

Appendix G

Actions Requiring IHS Environmental Review and Determination

APPENDIX G – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by Chickaloon Native Village, Chickaloon shall submit a proposal package that includes a completed Project Summary Document (See Appendix F-4) and Environmental Information and Documentation Form (See Appendix F-5) to the IHS. Coordination time between Chickaloon and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between Chickaloon, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow Chickaloon and IHS to resolve them early.

FUNDING AGREEMENT

BETWEEN

BRISTOL BAY AREA HEALTH CORPORATION

AND

THE SECRETARY OF HEALTH AND HUMAN SERVICES

October 1, 2014

FYs 2015-2017

FUNDING AGREEMENT
BETWEEN
CERTAIN ALASKA NATIVE TRIBES IN THE
BRISTOL BAY AREA REGION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
FYs 2015-2017

This Funding Agreement (FA) is entered into by and between certain Alaska tribes in the Bristol Bay region as identified on the signature page herein and the Secretary of the Department of Health and Human Services. These tribes have authorized the Bristol Bay Area Health Corporation (BBAHC) to sign this FA for them and to be responsible for carrying out the terms of this FA.

Section 1 - Obligations of the Indian Health Service (IHS).

(a) This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the BBAHC and certain other Co-Signers thereof and the United States in Fiscal Years 2015-2017 and in the Financial Summary of the FA attached as Appendix A and incorporated by reference herein.[1]

Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with this FA. IHS shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the Area Office and ANMC provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act (IHCIA), the Indian Self-Determination and Education Assistance Act (ISDA), and other applicable provisions of federal law.

[1] All references to Appendix A and Appendix B in this Agreement are to the Appendix for the applicable fiscal year.

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In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to this Co-Signer programs, services, functions, and activities from both Area Office and Headquarters unless 100 percent of the total tribal shares for these programs, services, functions and activities have been specifically included in this Agreement. In cases where a portion of a tribal share is provided there may be some diminishment of the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining functions which have not been included in this Agreement in the most effective and efficient manner possible, provided that decisions about the array and level of programs, services, functions, and activities to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS programs, services, functions, and activities not negotiated into this Agreement or listed in Appendix A will be the responsibility of the IHS.

A Memorandum of Agreement describing the Continuing Services of the IHS, Alaska Area Native Health Service, among the Co-Signers and the Alaska Area Native Health Service (AANHS), reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signer during the term of this FA. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from IHS Headquarters, IHS Headquarters retains all PSFAs and BBAHC will not be denied access to, or services from, IHS Headquarters. Specifically, the BBAHC will receive the following services from IHS Headquarters.

(1) Information Services. The IHS will provide the full range of Office of Information Technology (OIT) national support to the ANTHC and ANMC. The OIT will provide specified services directly to BBAHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the current ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve BBAHC's technical issue, OIT's support of BBAHC will include technical support needed on-site by BBAHC. A list of the services due under this paragraph, with identification of the method of delivery, is attached as Appendix F.

(b) BBAHC has historically received certain PSFAs from the ANMC and the AANHS. Responsibility for these PSFAs has been transferred to the ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, BBAHC has attached to this FA an Addendum I entitled (Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS.) The PSFAs listed in this Addendum are taken from BBAHC's FY 1999 AFA. Addendum I is attached to the present FA only for the purpose of identifying the

historical level of PSFAs received by BBAHC from ANMC and AANHS, and is specifically not made a part of this FA.

(c) During the term of this FA, IHS will exercise its best efforts to complete the environmental study provided for in Section 1c of the 2005 FA. The IHS will exercise its best efforts to find solutions to the issues addressed therein and as provided in Section 12 (a) (1) of this FA.

(d) The services referred to in paragraph (a), other than residual federal functions, and the services referred to in paragraph (b) are funded from resources identified as tribally restricted in Appendix A. See Appendix A and Appendix B.

(e) The IHS retains the responsibility, pursuant to section 119 of the IHCIA, as amended, to maintain the IHS Community Health Aide Program Certification Board, which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health practitioners, dental health aides, and dental health aide therapists.

Section 2 - Obligations of the BBAHC. This Agreement obligates BBAHC to be responsible for and to provide health programs, functions, services, and activities, utilizing the resources transferred under this Agreement and other funds as they may become available to BBAHC. This Agreement further authorizes BBAHC to consolidate and redesign PSFAs identified in Section 3 as provided in the ISDA as amended, and the ATHC. BBAHC is obligated to seek third party reimbursement as provided by federal law and is payer of last resort for services paid for with contract health service funds. Whether providing, purchasing or authorizing health care services described in the Compact and this FA, in accordance with Section 2901(b) of Pub.L. 111-148, 25 U.S.C. § 1623(b) and as otherwise provided by law, BBAHC shall be the payer of last resort. BBAHC is committed to and will strive to provide quality health services and is committed to and will strive to meet standards BBAHC believes to be appropriate and applicable to the delivery of such health services.

Section 3 - Tribal Programs and Budget. BBAHC agrees to administer the Kanakanak Service Unit of the IHS, a tribally operated Service Unit of the IHS, and to provide and be responsible for the health programs, services, functions, and activities identified below in accordance with the ATHC and this Agreement to the extent that funds are available. To the extent any tribe, which authorizes BBAHC to enter into the ATHC on its behalf, enters into a contract under Title I of P.L. 93-638 or a FA pursuant to the ATHC under Title V of P.L. 93-638, as amended, BBAHC will not be obligated to provide any PSFAs incorporated into such contract or FA, except that BBAHC, subject to the approval of the governing bodies of BBAHC and the Tribe and the availability of resources, may provide services to such a tribe.

BBAHC through its Board of Directors and Administration provides policy and administrative/executive direction and oversight for all PSFAs in this Agreement. Board members, officers and staff represent BBAHC on local, regional, state, and national committees, and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

BBAHC agrees to provide health care services to the Alaska Native and American Indian beneficiaries in the Bristol Bay Region and in the villages of Goodnews Bay, Platinum and Kanatak. These services include, to the extent funds are available, hospital and clinic services including ancillary and support services, Dental, Community Health Representative, Maternal Child Health, Community Health Aide/Practitioner, Emergency Medical Services, Accident Injury Control Program, Alcohol, Mental Health, Fetal Alcohol Syndrome/Fetal Alcohol Effects (FAS/FAE), Hemophilus Influenza B, Environmental Health, Health Education, Patient and Staff Housing and special programs developed to ensure the continuum of care is available such as Audiology, Water Safety, Remote Maintenance, Home-based Services (including services to elders, disabled persons and other home-bound patients, palliative home care and other end of life services), comprehensive health care nursing services for the elderly, disabled and others needing long term health care that include nursing facility services, Swing Beds providing, in so far as available extended care for patients as medically indicated. Mid-level clinics/Practitioners, Telemedicine/Teleradiology, Volunteers, Speech, Occupational and Physical Therapy and Medical Nutrition and Special Education and Services addressing the needs of women and children on an outpatient and inpatient basis. Services will be provided at Kanakanak Hospital, in the villages and in the field both within and without the Bristol Bay region. BBAHC provides and facilitates a wide range of services directly through and in cooperation with ANMC, ANTHC, SCF and other Co-Signers through field clinics, referrals to ANMC and other arrangements.

For the purposes of this Agreement, BBAHC's General Budget Categories consolidate related health programs, services, functions, and activities as follows:

(a) Hospital and Clinic Services: BBAHC is committed to quality patient care achieved through maintaining qualified staff, appropriate equipment, well-functioning physical plant and the continuous supply of medical provisions required to provide quality patient care as defined in the standards of the Joint Commission.

(1) Patient Care:

Under a comprehensive health care delivery plan BBAHC agrees to provide the following direct patient care services:

- acute patient care
- 24-hour emergency services
- ambulatory care services
- specialty clinics support

- optometry services provided at the hospital and in the villages
- appropriate emergency and minor surgery and diagnostic procedures, including colonoscopy
- medical escort/evacuation services
- mid-level practitioners in subregional clinics and/or Community Health Centers
- licensed physician coverage plus medical students, residents, and allied health provider students from accredited institutions, services provided in the hospital and in the villages and through daily contact by telephone with Community Health Aides/Practitioners in the villages
- stabilization, medical monitoring and observation of patients in remote primary care centers
- comprehensive services to victims of sexual assault and abuse
- mammography and other cancer screening

Beyond the medical services/activities furnished under the hospital operations a Referral/Transport system from the village or field location, to/or from Kanakanak Hospital to the next higher level of care (for example, ANMC) will be maintained, (e.g., patient transport vehicle, medivac transport and patient transportation) subject to available funding. Air, sea and/or ground transportation services, including emergency medivac services, patient transport vehicle including boats and patient transportation (including adult escort, health professional and other escort as BBAHC deems appropriate) and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle, ambulance, and fishing boats), will be provided in any case which an authorized health center employee or medical provider deems such mode of transportation necessary and permitted by applicable safety guidelines. BBAHC may provide the above described patient transportation services in accordance with section 213 of the IHCIA, as amended at 25 U.S.C. § 1621*l*.

(2) **Ancillary Services**: Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, respiratory therapy, laboratory, medical imaging, pharmacy, social services, and medical nutrition services within the funds available.

(3) **Support Services**: A complement of services required to support the provision of health services to the Bristol Bay region may include but are not limited to: plant operations, housekeeping and linen service, security, personnel, housing, health information management services, information systems, compliance, administration and board support, material management (procurement, receiving, processing and distribution), central sterile supply, mailroom, construction and repair project management,

safety management, telecommunications and financial, including business office functions and patient, employee and visitor food service, biomedical services, employee health and education and public relations.

(4) **Contract Health Services**: Purchase services not otherwise available or accessible to eligible beneficiaries on a contractual or open-market basis, within available funds.

(5) **Patients in Custody:** BBAHC confirms to law enforcement authorities medications for patients in custody and admits for inpatient care, on a reimbursable basis, patients in custody as medically necessary.

(b) Additional on-going programs

(1) **Alcohol and Drug Abuse**: Provide treatment services for substance abuse and associated problems through outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, after-care programs, social detoxification services, and community involvement. To the extent funds are available, BBAHC will provide behavioral services (for both Alcohol and Drug Abuse and Mental Health) under standards and procedures approved by the IHS Community Health Aide Program Certification Board (CHAPCB). Behavioral health and residential treatment services will be provided in accordance with § 702 of the IHCIA, as amended at 25 U.S.C. § 1665a.

(2) **Mental Health**: Provide outpatient services to address adult, family, child, adolescent and community mental health problems through mental health programs and services throughout the Bristol Bay service area, including crisis intervention and services responding to child sexual abuse, preventive education, outreach, referral, village-based counseling, respite and transitional care services and, to the extent that funds are provided, telepsychiatry. BBAHC will provide face-to-face assessment and reassessment by a mental health professional on reimbursable basis to persons in custody of law enforcement authorities to assess acute psychiatric emergencies. It will also provide critical stress debriefing services and crisis response services.

(3) **Dental**: Provide general dentistry services (including, to the extent funds are available, orthodontics and specialty clinics in oral surgery, peridontics, prosthedontics, pediodontics) to raise dental

health and lower the incidence of dental disease. Services will be supervised by licensed dental staff at the Kanakanak Hospital clinic as well as through regularly scheduled visits to villages in the service area. Dental services may be provided by Dental Health Aide/Therapist (DHA/T) under the Standards and Procedures approved by the CHAPCB. See section 2(b)(8) below.

(4) **Environmental Health**: Identify, evaluate and control the biological, chemical and physical factors in the environment that may have an adverse impact on health. Supervision and coordination of the Remote Maintenance program and approved laboratory for testing water, etc, including monitoring safe drinking water in approximately 30 rural Native Alaskan community systems within the service area, and other associated drinking water systems and surveys of Village Built Clinics for IHS, Area and Office of Environmental Health and Engineering (OEH&E) and water and sewer and other utility operator services.

(5) **Health Education**: Provide services to inform, educate and motivate residents to adopt healthy lifestyles including FAS/FAE, sex education and counseling, nutrition education and other educational services addressing the special needs of women and children, substance abuse prevention including nicotine use cessation, and village-based services to determine health care needs and advocacy services.

(6) **Maternal and Child Health Program**: Provide prenatal care, family planning and newborn patient education, assistance in risk screening, coordination of prenatal care, room and board for village women awaiting delivery at Kanakanak hospital, and early intervention services for children from birth to three years with diagnosed disability and demonstrated developmental delays.

(7) **Emergency Medical Services** (EMS): Provide services in accordance with State and Federal guidelines to lower the incidence of accidental death and disability by providing various levels of EMS training (including first aid, EMS, CPR, ETT, and EMT, ACLS, KTLS, PALS, and NRP); while continuing to develop the basic life support system. This program will also assist in the enhancement, certification, and planning for disaster response and emergency preparation.

(8) **Community Health Aide/Practitioner Program**. Provide village primary health care services; provides support, supervision, quality

assurance/CQI for the CHA/P; arranges training for CHA/P; provides administrative services for CHA/P and mid-level practitioners in sub-regional clinics and/or community health centers, including dental and behavioral health aide services under the standards and procedures approved by the IHS Community Health Aide Program Certification Board. The IHS retains the responsibility, pursuant to Section 119 of the IHCIA, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

(9) **Accident and Injury Control Program**: Provide services at the hospital and in the villages designed to lower the incidence of death and disability from injuries (including severe injury surveillance, drownings, air crashes, suicides, and snow mobile accidents). Such services may include providing sports physicals in local schools or clinics.

(10) **Audiology**: Provide appropriate scope of audiology services, including universal newborn hearing screening program.

(11) **Immunization Program:** Provide Hemophilus Influenza Type B (HIB) and other immunization vaccination activities.

(12) **Village Built Clinic Lease Program (VBC)**: Provide funds to eligible entities to support the rental of CHA/P clinic space. During FYs 2015-2017, BBAHC VBC funds may be withheld by IHS and be managed by Area OEH&E at the option of BBAHC. The IHS will provide to BBAHC annually copies of VBC leases. In administering these leases the IHS will work with BBAHC to ensure that the lessors are in compliance with the standards referenced in the VBC leases. IHS also agrees to work with BBAHC in discussions of the appropriateness of including VBC leases in BBAHC's accreditation process or about the standards that they are evaluated with by the Joint Commission. BBAHC buys back administration of this program from IHS pursuant to the Buyback/Withhold Agreement. IHS will annually, or upon renegotiation, provide to BBAHC a copy of each village built clinic lease. No increase in the amount due to the village pursuant to a lease will be negotiated without advance notice to BBAHC.

(13) **Public Health and Epidemiology:** Directly and/or through the ANTHC's Epidemiology Center, BBAHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purpose of

(A) preventing or controlling disease, injury, or disability;

(B) reporting disease, injury and vital events such as birth and death; and

(C) the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

(14) **Traditional Healing Practices**: As appropriate and as funds permit, provide traditional healing practices as understood by the Alaska Native tribes served by BBAHC and alternative healing practices. These services include the coordination of traditional healing practices in accordance with 25 U.S.C. § 1680u; research and training in order that traditional healing may be incorporated along with medical practices to further incorporate native values, beliefs and practices for the ultimate benefit of patients and families.

(15) **Diabetes Prevention Program**. BBAHC will provide primary, secondary and tertiary prevention services including diabetes education, screening, clinical follow-up and case management services, and dialysis services as authorized under section 204(d) of the IHCIA, as amended at 25 U.S.C. § 1621c, and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services.

(16) **Nutrition Services**: Provide medical nutrition services to patients in various BBAHC programs, including traditional Alaska Native foods. Provide nutrition education and training to community residents and Bristol Bay region agencies. Consult with Bristol Bay area food service operators regarding nutrition and food safety issues.

(17) **Community Wellness Program**: Physical therapy, exercise and fitness programs with special emphasis on the needs of diabetics and others with medical conditions for which such services are appropriate.

(18) **Home and Community Based Services.** BBAHC provides home and community based services as defined by section 205 of the IHCIA, as amended, to elders, disabled persons and other eligible persons which includes but is not limited to home nursing; chore service; personal care attendant service; and such services as culturally appropriate activities, cooking, housekeeping and laundry, training and assistance with activities of daily living; acquisition of and training on assistive devices to promote independent living; congregate and home delivered elders meals; transportation; respite services; hospice care; palliative care and other end of life services; clinical visits and overnight stays for elders seeking health care in Dillingham. BBAHC will provide home and community based care, long-term care, hospice and assisted living in accordance with section 205 of the IHCIA, as amended at 25 U.S.C. § 1621d.

(19) **Charging Beneficiaries.** BBAHC may elect to charge its eligible beneficiaries for services provided by BBAHC under this FA in accordance with section 828 of the IHCIA, as amended at 25 U.S.C. § 1680r.

(20) **Administration:** BBAHC provides executive management, fiscal accountability, administrative support, corporate compliance, and public information for all health services administered, including management information, accounting and billing systems operation to assure eligibility of beneficiaries for services provided under this agreement to recover third party reimbursement, and the planning and implementation of an electronic health records system.

(c) Other Programs / Services Funded.

(1) Any new health care program funded during FYs 2015-2017 identified in the IHCIA.

(2) Any new health care program resulting from the reallocation of funds and redesign of programs during FYs 2015-2017 which will be in accordance with the terms of the ATHC.

(3) BBAHC will complement and supplement the PFSAs described in Section 3 with funding from sources other than the IHS through this FA, subject to the availability of such other funding. Consistent with Article III, Section 5, 6, and 7 of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

(4) This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to Section 506 of Title V and Article III, Section 6 of the ATHC.

(d) Federal Torts Claims Coverage. The Federal Tort Claims Act applies to BBAHC's PFSAs under this FA as provided in Article V, section 3, of the ATHC and Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210. There is no requirement that BBAHC purchase liability insurance to protect or indemnify the federal government. Whether the Federal Tort Claims Act applies in any particular case is decided on an individual case-by-case basis, first by the Department of Justice and subsequently by the federal courts. BBAHC may purchase liability insurance supplemental to FTCA coverage which is an allowable cost under this FA.

(e) Tribal Facilities and Locations. BBAHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix C, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

(f) In accordance with Section 516(b), Section 105(a)(1) of the ISDA is hereby incorporated into this FA.

Section 4 - Amounts Available During the Term of This Agreement.

(a) The following amounts shall be available to BBAHC pursuant to the ATHC and Title V of P.L. 93-638, as amended, and are subject to reductions only in accordance with Section 508(d) of that Act and Section 106 of P.L. 93-638.[2]

[2] For other fiscal years to which this FA is applicable, a replacement Appendix A will be negotiated between IHS and BBAHC for the respective year and amended to this FA and incorporated by reference accordingly.

Recurring base: Inclusive of all recurring funding including recurring contract support funds and Village Built Clinic funds.	$21,979,233[3]
Non-recurring funding:	$9,162,542 [4]
Subtotal: Subject to further increases as reconciliation of previous FAs occurs and due to amendments in accord with Section 18.	$31,141,775
Area "Tribal" share to include funding identified from area office and identified in Appendix A to this Agreement	$956,877[5]
Headquarters- Tribal share: "Tribal Size Adjustment pool"	$684,035[6]
Headquarters- program formula Tribal share:	$15,352
Subtotal – Tribal Shares	$1,656,264
Total	$32,798,039

These amounts are subject to additions for Medicare, Medicaid and other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the ISDA, as amended. Any amounts remaining unspent under Contract No. 243-88-0008, as amended, or the FY 1995 through FY 2008 Annual FAs and this FA, after adjustment and reconciliation of the withheld amounts for IPA/MOA, supplies and services, as of the last day of the previous Fiscal Year may be expended under this FA.

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[3] A breakout of these recurring funds is found on page 6 of Appendix A, which cites the source document used to determine the amount.

[4] These nonrecurring Funds represent nonrecurring contract support costs and routine maintenance and improvement funds available at the beginning of the fiscal year; see page 6 of Appendix A. Other non-recurring funds will not be specifically identified in this Agreement, but will be provided to BBAHC in the future to the same extent as they have historically been provided.

[5] Funds from Area Office were distributed according to methodology agreed upon by Alaska tribes and tribal organizations in a caucus open to all Alaska tribes. The specific methodology is provided in Appendix A.

[6] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area tribal share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. Amounts identified are exclusive of funds for which a final distribution amount has not been determined. Such final amounts shall be determined as set forth in the FA or Appendix A. In addition to the Funding amount BBAHC is entitled to funds which have been restricted. See Appendix A for detail.

Of the amount shown above for non-recurring program funds, $433,331 are for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as a part of the lump sum due BBAHC was determined by multiplying the FY 2014 Routine M&I amount paid to the Co-Signer by 90 percent. The final Routine M&I amounts paid in FYs 2015-2017 will be based on the final FYs 2015-2017 Routine M&I allocations. If the final Routine M&I amounts, as determined by the final FYs 2015-2017 Routine M&I allocations, is less than the 90 percent calculation, BBAHC will return the difference to the IHS. See also Appendix A, footnote to line 19 on page 6.

Of the amount shown above for Headquarters Tribal Share "Program Formula Pool," $117,483 are for Equipment Replacement; the Equipment Replacement amount paid as a part of the lump sum due the Co-Signer was determined by multiplying the FY 2014 Equipment Replacement amount paid to the Co-Signer by 90 percent. The final Equipment amounts paid in FYs 2015-2017 will be based on the final FYs 2015-2017 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2015-2017 Equipment Replacement allocations, is less than the 90 percent calculation, the BBAHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

(b) Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 450j-1 and §458aaa-7(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2015, which represents the parties' estimate of BBAHC's full CSC requirement pursuant to 25 U.S.C. § 450j-1, is $10,776,682, including $2,164,954 for direct CSC and $8,611,728 for indirect or indirect-like CSC.[7] This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 450j-1, and, to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and BBAHC's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

(c) Base Budgets.

(1) Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three-year (FY 98 – FY 2000) base budgets implemented for the ATHC for an additional

[7] For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and BBAHC for the respective year and amended to this FA in Appendix A.

two years (FY 2001 - FY 2002). The IHS and Co-Signers have agreed to extend the base budget period at the Co-Signer's option. IHS and BBAHC have subsequently agreed to additional extensions through FY 2017 for Headquarters TSA amounts. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	**Base Period or Base Funding**	**Extended Through**
Headquarters TSA Amounts[8]	FY 97	FY 2017
Equipment Replacement Funding	Not included	
Area Tribal Shares	Not included	

(2) Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under section 6(a) "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede programs, services, functions, and activities as provided in section 18 (c) "Amendments or Modifications of this Agreement, Due to Addition of New Programs and Services."[9] Adjustments also shall be permitted when Co-Signer (s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" IHS Headquarters categories, provided that restrictions shall be changed only during annual negotiations. The Co-Signer also shall be eligible for funding for new services, service increases, mandatories, specific congressional appropriation for population growth, health service priority system, contract support costs and other increase in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted.

The ATHC Co-Signers shall also remain eligible for the distribution of additional IHS Headquarters tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other programs, functions, services, and activities from IHS Headquarters.

(d) Inclusion of Statutorily Mandated Grants. In accordance with Section 505(b) of Title V and its implementing regulations, the Parties agree that the Secretary shall add the following statutorily mandated grants which are administered by the DHHS through

[8] The ATHC base budget for Tribal Shares Amount (TSA) amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[9] This includes the addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

IHS to the FA after they have been awarded. Grant funds will be paid to BBAHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. BBAHC will use interest earned on such funds to enhance the programs for which the grant was awarded, including administrative costs. BBAHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program. Grant programs added to this FA in accordance with this provision include the following: Diabetes Grant.

BBAHC and its employees carrying out statutorily mandated grant programs added to a FA are covered by the FTCA. Regulations governing coverage under the FTCA are published at 25 C.F.R., Part 900, Subpart M.

Section 5 - Method of Payment.

(a) Payment Schedule. Except as provided in subsection (c), and (d) of this section, all funds identified in Section 4 of this Agreement shall be paid to BBAHC in accordance with Article II, Section 4(a) of the ATHC; payment to BBAHC to be made as follows: one annual lump sum to be made in advance by check or wire transfer.

(b) Availability of Tribal Shares. BBAHC will be paid 100 percent of negotiated Headquarters and Area Tribal Shares in its initial lump sum payment for each year under the term of this FA.

(c) Buyback/Withholding. BBAHC may carry out its responsibility to provide certain PSFAs included in this Agreement by using services or other resources of the federal government under Article V, Section 22 of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to BBAHC are set forth in the Buyback/Withhold Agreement between the IHS and BBAHC, which is attached as Appendix E to this FA and incorporated by reference herein. The administrative surcharge provided for in section 2.2.4 of the Buyback/Withhold Agreement for FY 2015 shall be .20 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding section 5 of the Buyback/Withhold Agreement upon the request of the IHS or any Co-Signer, such Agreement will be negotiated for future Fiscal Years annually during negotiation of this FA.

(d) Periodic Payments. Payment of funds otherwise due to BBAHC under this Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of BBAHC by check or wire transfer.

Section 6 - Adjustments Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to congressional action in Appropriations Acts, congressional continuing resolutions or other law affecting availability of funds to the IHS and Department of Health and Human

Services. Upon enactment of any such Act or Law, the amount of funding provided to BBAHC in this FA shall be adjusted as necessary, after BBAHC has been notified of such pending action and subject to any rights which BBAHC may have under this FA, the ATHC, or the law.

Section 7 - Records. The records of BBAHC are not to be considered federal agency records for purposes of the Freedom of Information Act, 5 U.S.C. § 552 and the Privacy Act.

(a) Confidentiality of records will be addressed as follows: BBAHC will seek to comply with the Administrative Simplification provisions of HIPAA, including, but not limited to, privacy, security, transactions and codes sets regulations, codified as 42 C.F.R. Parts 160, 162, and 164. If a record is not subject to the requirements of HIPAA, BBAHC will comply with Privacy Act procedures. IHS retains responsibility for HIPAA compliance for retained IHS health care component activities.

(b) Medical records generated by BBAHC shall be eligible for storage in Federal Records Centers at BBAHC's option in accordance with Section 105(o) of Title I (ISDEAA).

(c) BBAHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with Section 805 of the IHCIA, as amended at 25 U.S.C. § 1675.

Section 8 - Program Rules. BBAHC shall strive in carrying out the programs, activities, functions, and services in this Agreement to comply only with those guidelines, manuals, and policy directives that are listed below:

- The Joint Commission or equivalent standards.
- Community Health Aide Program certification standards established by the CHAPCB.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V of P.L. 93-638, BBAHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of P.L. 93-638, unless otherwise waived.

Section 9 - Retrocession and Discontinuance.

(a) Retrocession. The retrocession provisions of Sections 506(f) of the ISDA, as amended, are herein adopted, except that the effective date of the retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective

with less than one year's notice, providing the Tribe or Village requesting retrocession, BBAHC, and the IHS agree to an effective date of less than one year from the date of retrocession request.

(b) Discontinuance. BBAHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

(c) Withdrawal of Tribes from a Tribal Organization. Process. Unless otherwise prohibited by law and in accordance with section 506(g) of Title V, a tribe or tribal organization may withdraw from a participating tribal organization, fully or partially, any program, function, service or activity (or portions thereof) included in the ATHC or FA, and such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on the earlier of (i) one year from the date of submission of such request; or (ii) the date on which the FA expires or such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the ATHC and FA on behalf of the withdrawing Indian tribe or tribal organization.

(d) Distribution of Funds. In accordance with sections 503(b) and 506(g) of P.L. 93-638, as amended, when a tribe proposing to enter into a contract under Title I or a Compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or the ATHC and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the tribe upon approval of a Title I contract or Title V of the compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I Contract or Title V ATHC and FA.

Section 10 - Consolidation of Contracts and Previous Annual FAs. The contracts listed below and all previous Annual FAs under the ATHC shall be amended or terminated, as appropriate, to transfer applicable contract funds into this FA for programs, services, functions and activities, materials, and facilities provided to the Tribes represented by BBAHC: Contract: No. 243-88-0008 and 243-96-6022.

Section 11 - Access to Training and Technical Assistance. To the extent funds are retained by the IHS, BBAHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent BBAHC would have received such services if it were not a Self-Governance Tribe.

Section 12 - Utilization of Federal Real Property.

(a) As provided in sections 105(f)(1) and 512(c) of P.L. 93-638, as amended, the IHS, hereinafter referred to as the "Government," acting within its authority as an agency of the Government, does hereby authorize BBAHC, to utilize all of the federally owned "real property," including all lands, buildings, structures, and related facilities, as evidenced by facility inventory and site plan, i.e., water systems, heating plants, etc., presently owned by the U.S. Government and located within the confines of the Alaska Area Native Health Service Hospital Compound located at Dillingham, Alaska, for use in connection with and under the terms, conditions, and provisions of this FA and any successor Agreement together with the following provisions:

(1) Only those building, structures, and related facilities listed on the facility inventory are assigned to and the responsibility of the BBAHC. BBAHC does not take on any responsibility or liability for the "oil" that may underlie the property. The parties continue to receive, review and analyze reports on the various environmental problems at the site. Additionally the parties will continue to address the problems and potential solutions regarding erosion of the shoreline of the Kanakanak federal compound. IHS will provide to BBAHC copies of any contracts entered into to address the foregoing issues after January 1, 2003.

(2) The parties further agree to cooperate with each other and with the U.S. Army Corps of Engineers to address the erosion of the shoreline of the Kanakanak Hospital Compound so as to effectively mitigate the effect of the erosion of the hospital facilities, including the sewage lagoon and other facilities utilized by the BBAHC.

(3) The parties further agree to study the feasibility and costs associated with moving the existing sewage lagoon from its present location to another location not affected by erosion and/or environmental problems during the term of this Funding Agreement.

(4) The IHS further agrees to cooperate with BBAHC for the replacement of the facilities on the Kanakanak Hospital Compound.

(b) BBAHC agrees, during the performance of this FA or any other succeeding Agreements, not to engage in any action, or attempt to take any action, to dispose of, or attempt to dispose of, by any means whatsoever, any of the federal real property so authorized for use in connection with the specific performance of this Agreement. Further, BBAHC will not, by any methodology, encumber or attempt to encumber any of the federal real property so authorized for use in connection with the specific performance of this or any other succeeding FA. Nothing in this provision shall prohibit BBAHC from leasing space in any federal property, provided that any such lease shall be on a month-to-

month basis and shall not provide the lessee with any right to utilize the property greater than BBAHC's right to utilize such property.

(c) For all property assets, including facilities, managed by BBAHC under this FA that are federally owned, BBAHC agrees to assist the IHS with its reporting requirements associated with Federal ownership of this property.

(1) The IHS must keep its facility condition assessment current (i.e., not more than five years old). BBAHC agrees to collaborate with the ANTHC on scheduling and conducting facility condition assessment surveys for federally-owned facilities under BBAHC management. The costs of these surveys will be estimated in concert with the ANTHC Maintenance and Improvement Resource Allocation Committee.

(2) The IHS must identify historic real property assets and ensure that the information is current. AANHS is currently working with a contractor to assess IHS real property holdings in Alaska. BBAHC agrees to provide reasonable access to facilities and agrees to review comments as requested. IHS will provide BBAHC with a copy of the draft assessment and consider any comments BBAHC may submit.

(3) The IHS must keep an accurate and current inventory of real property assets. BBAHC agrees to provide the certification form included in Appendix G annually to the AANHS for any new, replaced, or added space to a federally-owned facility, or other changes in space utilization.

(4) The IHS must report Energy Data for federal facilities. BBAHC agrees to submit to ANTHC energy data, as specified in Appendix H.

(5) For projects started before October 1, 2005, the IHS must report all capital improvements made to federal facilities which exceed $25,000. For projects starting on or after October 1, 2005, the IHS must report all capital improvements made to federal facilities which exceed $100,000. BBAHC agrees to provide a Final Real Property Closeout Report specified in Appendix I to ANTHC on each project within 120 days of its beneficial use of the facility or an interim report using Appendix I without the Chief Financial Officer certification if the project is not completed for beneficial use. BBAHC agrees to provide the applicable report by March 31 of each Fiscal Year.

(6) The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly

impact the environment or cultural resources. Unless BBAHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix L. Where BBAHC plans to undertake an action, as described in Appendix L, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and BBAHC has not assumed these responsibilities, BBAHC will provide the IHS with a Project Summary Document (see Appendix J) and a completed Environmental Information and Documentation Form (see Appendix K) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by BBAHC until the IHS completes its compliance responsibilities and so advises BBAHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

(7) The IHS must report on vendor's activity on federally-owned or leased property. BBAHC agrees to comply with 20 U.S.C. § 107 relating to the operation of vending facilities on federal property by blind persons.

(8) When planning to fund a construction project using non-IHS funds in a federal facility or on federally-owned land, BBAHC will notify the IHS AANHS in order to initiate the approval process.

(d) Leases. The IHS must report on its federally-leased facilities. BBAHC agrees to notify the AANHS of changes in occupancy, size, use, and general condition of VBC leased facilities in locations where BBAHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to BBAHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to BBAHC. In administering these leases, the IHS will work with BBAHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

(e) Maintenance and Improvement Funds. BBAHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of the Interior and Related Agencies Appropriation Acts for FYs 2015-2017 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 13 –Utilizing Federal Employees; IPA/MOA Salary Funds Retained by the Government. In accordance with Section 508(e) of Title V, BBAHC has the option of utilizing federal personnel on assignment under the Intergovernmental Personnel Act (IPA) or on Memorandum of Agreement (MOA) detail. Both types of federal personnel will continue to be paid through the federal payroll system. BBAHC will set aside and provide the necessary funding (including funds necessary to meet all special pay costs paid to IPA/MOA employees under this Agreement and PCS costs associated with this Agreement) to meet the payroll obligation from this specified recurring budget for the Service Unit, or for the specific portion(s) of the Service Unit's program(s), in accordance with Section 5(c) of the FA. Alternatively, BBAHC may pay for such costs by entering into an agreement with the IHS in accordance with Section 5(c) which is consistent with Article V, Section 22 of the ATHC.

BBAHC will provide a list of federal employees for whom IPA/MOA assignment is to be offered for the following Fiscal Year. BBAHC and the IHS will agree at the time of negotiations upon the estimated annual payroll amount for these employees to be accepted by and assigned to BBAHC.

BBAHC and the IHS agree that the payroll amount can only be estimated in advance of actual expenditures. The IHS agrees to inform the Corporation of the actual cost incurred monthly and quarterly as provided in Section 5(c) of the FA. Further, BBAHC and the IHS agree that costs through August of each Fiscal Year will be actual costs. Costs for the month of September will be estimated based on the costs of the first eleven (11) months, as agreed by BBAHC and the Area Financial Management Branch. BBAHC agrees that such payroll costs will include overtime costs and the costs of pay increases not funded by appropriations of which BBAHC has been notified. Adjustments in the figures previously furnished by the IHS to BBAHC based on errors or omissions shall not be made without the written consent of BBAHC. Any funds retained by the IHS in excess of those needed to pay such adjusted and reconciled IPA/MOA salary costs will be made available to BBAHC in a manner consistent with Section 5(c) of the FA. If such adjustments and reconciliations determine that the funding retained to meet the federal payroll is deficient, then BBAHC agrees to provide additional funds to meet the IPA/MOA salary obligations for the subject employee in a manner consistent with Section 5(c) of the FA.

Transfer of funds to BBAHC for federal employees who leave their IPA/MOA assignment will be handled in accordance with Indian Self-Determination Memorandum 82-1 as amended on September 19, 1985. Transfer of additional funds from BBAHC to the IHS, for additional or higher cost Commissioned Officers assigned to the Contractor in newly requested or presently encumbered positions will also be handled on an adjustment basis.

BBAHC or its authorized agent shall be provided with all relevant records and documents in order to determine that the IPA/MOA charges have been correctly estimated and reflected in all adjustments and reconciliations.

Section 14 - Medicare/Medicaid and Other Third Party Collections.

BBAHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. 1641, as amended. BBAHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payer for services provided under this FA (and previous annual FAs) in accordance with Section 401 of the IHCIA, as amended, by Public Law 111-148, 25 U.S.C. 1641 (previously Section 405 of such Act, as amended by P.L. 106-417), and Section 206 of the IHCIA, as amended at 25 U.S.C. 1621e. Any amounts collected by the IHS which should have been paid to BBAHC in accordance with Section 401 of such Act either prior to or after the effective date of this FA shall be added to this FA by addendum. BBAHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the IHCIA, as amended at 25 U.S.C. 1621e.

Section 15 - Operation and Maintenance of Quarters.

(a) BBAHC shall be responsible for operation, management and maintenance of all housing facilities located at the Kanakanak compound owned by the Federal Government and managed by BBAHC in accordance with the BBAHC Housing Policy approved by BBAHC. The Alaska Landlord-Tenant Law does not apply to Federal Government housing.

(1) BBAHC shall be responsible for assigning all BBAHC and Federal Government employees eligible under the BBAHC Housing Policy to quarters under BBAHC jurisdiction.

(2) BBAHC shall be responsible for the day-to-day operation of the quarters under its jurisdiction, including but not limited to routine maintenance and up-keep of heating systems, appliances, utilities and furnishings, grounds, and the building structure.

(3) BBAHC shall inspect quarters for damages and cleanliness upon the tenant vacating the premises to assess any damages identified as belonging to the tenant. If the quarters require cleaning and/or any tenant-assessed damage is found, the tenant shall have the opportunity to make arrangements for cleaning and repairs at tenant's expense and to the satisfaction of BBAHC.

(b) Quarters Return (QR) Fund Management.

(1) BBAHC may establish rental rates and collect rents for federally owned Kanakanak quarters in compliance with section 309 of the IHCIA, as amended at 25 U.S.C. § 1638a. All occupants of Kanakanak compound quarters, with the exception of approved volunteers, students and beneficiaries eligible under Section 5 of this provision, shall be assessed charges for rent, special services (e.g., house-keeping, snow removal and trash removal), and utilities in accordance with the rental rates established by BBAHC.

(2) BBAHC shall collect quarters' rent and utility charges (where utilities are not payable directly to the utility provider) directly from tenants, including from Federal employees who occupy the quarters. BBAHC will provide notices to the affected federal employees that BBAHC has elected to directly collect from them under Section 309 of the IHCIA, as amended at 25 U.S.C. § 1638a(b). Upon receipt of such notice, the affected federal employees shall pay rent for occupancy directly to BBAHC.

(3) Patients boarding in Boarders Quarters shall be billed at the established rate. BBAHC shall not be required to charge beneficiaries who must occupy such quarters for medical reasons authorized by the attending Physician. If a patient boarder has a third party source reimbursement providing lodging coverage, the third party source of reimbursement shall be billed for lodging. Patient boarding receipts shall be program income under this FA.

(4) All Quarters receipts collected by BBAHC and all quarters collections from federal government employees shall be deposited into a BBAHC-managed account and accounted for separately. Such funds shall be applied only to the operation, maintenance, and management of such quarters. All such funds shall remain available for such functions until expended.

(5) Nothing in this Section shall be interpreted, construed, or applied to restrict the sole discretion and authority of BBAHC to issue certifications for rental deductions for income tax purposes to employees hired directly by the BBAHC and to federal employees employed at the Kanakanak Service Unit.

(c) Other Funding For Quarters Repair Projects.

Quarters repair or improvement projects which are expected to exceed BBAHC's QR funds shall be submitted to the Director, Division of Health Facilities, as part of BBAHC's FEPP to be considered along with other Area Health Facilities Projects for Maintenance and Improvement funding or other types of funding available for IHS-owned quarters.

Section 16 - Services to Non-Beneficiaries. Services will be provided to non-beneficiaries (i.e., persons who are not Alaska Native or American Indian) on a fee-for-

service basis in accordance with and subject to the provisions of Section 813(c) of the IHCIA, as amended, and the resolution of the BBAHC Board of Directors. BBAHC Board Resolution authorizing the provision of such services is attached hereto and fully incorporated by reference herein as Appendix D.

Section 17 - Third Party Recoveries. Any funds recovered by the BBAHC as provided in Section 14, or otherwise, or through the filing, litigating, or settling a claim against a third party to require that the third party pay for services previously provided to IHS-eligible beneficiaries by the BBAHC, or for such services previously provided by the IHS in a PSFA now operated by the BBAHC, shall be property of the BBAHC and shall be considered program income to be utilized by the BBAHC as provided in Article III, Section 7 of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 of the ATHC.

Section 18 - Amendment or Modification of this Agreement.

(a) Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through BBAHC as authorized by resolution, BBAHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of these FA shall not be required.

(b) Funding Increases.

(1) Written consent of BBAHC shall only be required for issuing amendments for those funds which:

(A) require a change to Section 3 – Tribal Programs and Budget;

(B) require a specific commitment by BBAHC (e.g., Maintenance & Improvement projects and prior Fiscal Year Sanitation Facility Construction projects); or

(C) reduce funding other than changes in congressional appropriations pursuant to Section 6(a).

(2) Amendments not requiring written consent may include, but are not limited to:

(A) Program/Area/HQ Mandatories;
(B) Program/Area/HQ End-of-Year Distributions;
(C) Catastrophic Health Emergency Fund) (CHEF), subject to the condition that if a case initially qualifying for reimbursement

is paid (in whole or in part) by an alternate resource or canceled for any reason, BBAHC will return the unused amount to the IHS CHEF account;

(D) CHS Deferred Services;

(E) Routine Maintenance & Improvement; or

(F) Collections and reimbursements.

(3) Amendments reflecting payment of these funds shall be provided to BBAHC after any such funds are added to the FA. BBAHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

(c) Services from IHS. Should BBAHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from BBAHC back to the IHS and the pro-rata share of funding for that PFSA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Worker's Compensation to any Co-Signer.

(d) Due to Addition of New Programs. Should BBAHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, BBAHC shall submit a proposal to the IHS to provide such program, service, function or activity, except, that where such a proposal relates to the ANMC, essential statewide functions shall remain intact whether operated by the IHS or by Alaska Native Tribes recognized by the United States. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, BBAHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A Proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this Agreement and the amendment shall be executed through the Area Office and added to the Agreement.

(e) Due to Availability of Additional Funding. BBAHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, Maintenance and Improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the ATHC and this Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including, any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Agreement shall be amended to provide for timely payment of such new funds to BBAHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with BBAHC.

(f) General Procedures for Amending or Modifying this Agreement. This provision shall apply to all amendments or modifications proposed by the co-signer, unless the co-signer states otherwise in the proposal. Amendments or modifications proposed by BBAHC shall be submitted in writing to the IHS Alaska Area Director, with a copy to the Office of Tribal Self-Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21, of the ATHC or as provided above in paragraphs (b) and (e) of this Section 18, a request to amend or modify this Agreement submitted by the Co-Signer shall be processed in accordance with Sections 507(b)-(d) of Title V, and all provisions of those identified sub-sections are incorporated herein for this purpose.

(g) Other Adjustments. Upon written authorization by BBAHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to BBAHC, for the purpose of reimbursing the IHS for services or equipment provided to BBAHC to assist BBAHC in carrying out the terms of the ATHC and this Agreement.

Section 19 - Memorandum of Agreement with Member Villages. Funds provided under this FA may be allocated to and expended by an Alaska Native Village (Village) which is a party to this FA in accordance with the terms of the Compact, this FA, and Memorandum of Agreement (MOA) approved by the Co-Signer and the Village. The Federal Tort Claims Act shall apply to programs, services, functions and activities carried out by the Village under such an MOA and to the Village and its employees to the same extent as if they had been carried out directly by the Co-Signer. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the Alaska Area Native Health Service Director. The Co-Signer shall be responsible for assuring compliance by the Village with the ATHC, this Compact, and the MOA with the Village. In accord with the IHS Manual, Part 6, Chapter 3, Contract Support Costs, the eligible contract support costs of the tribal sub-awardee may also be included in the contract support costs requirement of BBAHC when BBAHC chooses to utilize sub-awards via a MOA or other instrument with tribes or tribal organizations.

Section 20 - Severability.

This Agreement shall not be considered invalid, void or voidable if any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 21 - Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 C.F.R. § 74.36 and 45 C.F.R. § 92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to

possess, reproduce, publish, and otherwise use. To carry out the PFSAs assumed by BBAHC under this and previous FAs and contracts BBAHC has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

Section 22 - Memorializing Disputes. The Parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at the BBAHC's option, may be set forth in Addendum II to this FA, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this FA, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. BBAHC does not waive any remedy that it may have under the law with regard to these issues and any others not listed herein.

Section 23 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 458aaa-15(b), BBAHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

18.1. 25 U.S.C. § 450b(e) (definition of "Indian Tribe");
18.2. 25 U.S.C. § 450h(b) (related to grants for health facility construction and planning, training and evaluation);
18.3. 25 U.S.C. § 450j(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
18.4. 25 U.S.C. § 450k(b), (conflicting provisions of law);
18.5. 25 U.S.C. § 450*l*(c), section 1(b)(8)(F) (screener identification);
18.6. 25 U.S.C. § 450*l*(c), section 1(b)(9) (availability of funds);
18.7. 25 U.S.C. § 450*l*(c), section 1(d)(1)(B) (construction of contract);

Section 24 – Licensing and Fees. In accordance with section 124 of the IHCIA, as amended at 25 U.S.C. § 1616q, employees of the BBAHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the IHS are exempt from such fees.

Section 25 – Licensure. Licensed BBAHC health professionals will be licensed in accordance with section 221 of the IHCIA, as amended at 25 U.S.C. § 1621t.

Section 26 – Purchase of Health Care Coverage. BBAHC may use federal funds for purchase of health care coverage in accordance with section 402 of the IHCIA, as amended at 25 U.S.C. § 1642.

Section 27 – Federal Insurance. IHS will assist BBAHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which BBAHC may exercise its rights under section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 28 - Effective Date and Duration. This FA shall become effective on October 1, 2014, and will remain in effect through the 2017 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, section 12 of the ATHC.

UNITED STATES OF AMERICA
SECRETARY OF
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BY: _____
DIRECTOR, INDIAN HEALTH SERVICE

DATE: 5/11/2016

BRISTOL BAY AREA HEALTH CORPORATION
ON BEHALF OF ITSELF AND
CERTAIN ALASKA NATIVE TRIBES, IDENTIFIED
IN EXHIBIT A OF THE COMPACT

BY: H. Sally Smith by agent _____ 2/22/16
H. SALLY SMITH Date
CHAIRMAN

BY: Robert J. Clark _____ 2/22/16
ROBERT J. CLARK Date
PRESIDENT/CEO

Bristol Bay Area Health Corporation

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2015

Tribal Share Summary Bristol Bay Area Health Corporation	Total FY 2015 Negotiated Amount	BBAHC Restricted	Total Due BBAHC	Initial Lump Sum Payment
Area TS Amount	$1,016,729	$59,852	$956,877	$956,877
	0		0	0
Subtotal Area TS Amount	$1,016,729	$59,852	$956,877	$956,877
Headquarters TSA Amount	$774,388	$90,353	$684,035	$684,035
Headquarters Other Program Formula (O	$15,352	$0	$15,352	$15,352
Subtotal Headquarters TS amounts	$789,740	$90,353	$699,387	$699,387
Total Tribal Shares	$1,806,469	$150,205	$1,656,264	$1,656,264

Driving Variables Bristol Bay Area Health Corporation	FY 2015
Population (2010 Census AN/AI popul	5840
Tribes (Federally Recognized Tribes)	33
Recurring Base - FY 2013 (less VBC)	$21,056,011
Percentage of Total Area TS (of all Ala	7.96102%
Percentage of ATHC (of all Title V Ala	8.05971%
Number of MOA employees	4
Number of IPA employees	1

Individually Restricted Items Bristol Bay Area Health Corporation	FY 201
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	YES
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Bristol Bay Area Health Corporation

Line #	Budget Activity/Service	Total Area FY2015 Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	BBAHC AK Dist.	BBAHC Retained	BBAHC Total TS Due
		(Column 1)	(Column 2)	Trans. Fed. (Column 3)	ANTHC (Column 4)	(Column 5)	(Column 6)	(Column 7)	(Column 8)
1	TRIBAL SHARE FUNDS	$11,260,350	$0		$0	##########	$896,439		$896,439
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,028,572	$2,283,091	$676,132	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,655,763	$185,820	$191,716	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$95,000	$0	$95,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,763	$54,720	$230,375	$203,668	$0	$0		$0
8	Human Resources	$848,841	$210,962	$355,711	$282,168	$0	$0		$0
9	Human Resources (ANMC) fu	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTI	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$41,250	$41,250	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$15,674		$15,674
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$15,535	*$15,535*	$0
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHI	$14,361,631	$2,734,593	$1,567,934	$9,148,927	$910,177	$72,459	$56,785	$15,674
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-	$5,900,494	$244,466		$5,127,476	$528,552	$42,078		$42,078
22	Real Property/Realty (FSA)	$145,748	$92,682		$14,547	$38,519	$3,066	$3,066	$0
23	Health Facilities/Main./ Spec. I	$1,364,611	$114,204		$1,216,669	$33,738	$2,686		$2,686
24	Subtotal OEHE	$7,410,853	$451,352	$0	$6,358,692	$600,809	$47,831	$3,066	$44,764
25	**TOTAL AREA OFFICE**	$33,032,833	$3,185,945	$1,567,934	$15,507,619	##########	$1,016,729	$59,852	$956,877

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY14 changes allocated to TS, Residual, & Transitional as of 8.25.14. In FY 2015 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2015 Area proposed residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring bas

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2015 proposed transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs".

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY15 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% Rec. Base (less VBC).

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of s

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Bristol Bay Area Health Corporation

Sub Act.	Line Item	Account	TSA	PF	BB	National 2014 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares BBAHC Eligible shares	Co - Signer BBAHC Leaves	Co - Signer BBAHC Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$917,812	107,200	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	137,044	$11,045	$0	$11,045
	105	Management Initiatives		x		#########	236,978	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$97,203	11,101	$895	$895	$0
	107	H.P./D.P. Initiatives	x	x		#########	198,359	$15,987	$0	$15,987
	110	N.E.C.I.	x			#########	122,932	$9,908	$0	$9,908
	111	Nurse Initiatives	x			#########	138,943	$11,198	$0	$11,198
	112	Nursing Co-steps	x			$636,707	71,671	$5,776	$0	$5,776
	113	Senior Clinicians	x			$273,439	30,786	$2,481	$0	$2,481
	115	Emer. Medical Svcs	x			$458,676	41,575	$3,351	$0	$3,351
	117	Traditional Advocacy Prog.	x			$99,174	11,164	$900	$0	$900
	118	Research Projects	x			#########	141,228	$11,383	$0	$11,383
	119	A.A.I.P. Contract	x			$26,355	2,965	$239	$0	$239
	120	Clinical Support Center-Phoeni	x			#########	201,447	$16,236	$2,499	$13,738
	121	Co-steps Non-physicians	x			$80,214	9,017	$727	$0	$727
	123	Physician Residency	x			$271,905	30,612	$2,467	$0	$2,467
	124	Recruitment/Retention	x			#########	227,820	$18,362	$0	$18,362
	125	U.S.U.H.S., etc.	x			#########	338,917	$27,316	$0	$27,316
	126	DIR Support Fund	x			#########	#######	$220,535	$61,309	$159,226
	127	Evaluation	x			#########	117,957	$9,507	$0	$9,507
	128	National Indian Health Board	x			$452,654	50,617	$4,080	$0	$4,080
	129	Albq./HQ Administration	x			$878,068	111,498	$8,986	$0	$8,986
	130	Nutrition Training Center	x			$340,197	41,402	$3,337	$0	$3,337
	131	Diabetes Program- Albq./HQ	x			#########	148,747	$11,989	$0	$11,989
	132	Cancer Prevention- Albq./HQ	x			$705,701	83,325	$6,716	$0	$6,716
	133	Health Records	x			$134,359	11,927	$961	$0	$961
	134	AIDS Program	x			$417,020	78,061	$6,291	$0	$6,291
	135	Handicapped Children	x			$340,947	40,350	$3,252	$0	$3,252
	137	National OIT Sup.- Albq./HQ	x			#########	916,996	$73,907	$20,546	$53,361
Dental Health										
	201	IHS Dental Program	x			#########	142,471	$11,483	$0	$11,483
	202	IHS Dental Program- Program formu		x		#########		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			#########	168,536	$13,584	$0	$13,584
	302	C.M.I. Grants	x			$611,608	68,859	$5,550	$0	$5,550
	303	National Conference	x			$104,693	11,773	$949	$0	$949
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			#########	473,745	$38,182	$0	$38,182
	402	Collaborative Initiatives	x			$779,687	45,135	$3,638	$0	$3,638

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Bristol Bay Area Health Corporation

Sub Act.	Line Item	Account	TSA	PF	BB	National 2014 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares BBAHC Eligible shares	Co - Signer BBAHC Leaves	Co - Signer BBAHC Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		#########	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			#########	331,053	$26,682	$0	$26,682
Public Health Nursing										
	601	Preventive Health Initiatives	x			$898,469	99,994	$8,059	$0	$8,059
	602	Preventive H. Init. - Prog. Formula		x		#########		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			#########	125,737	$10,134	$0	$10,134
CHR										
	801	IHS CHR Program	x			#########	257,667	$20,767	$0	$20,767
Direct Operations										
	1301	Direct Operations	x			#########	#######	$123,334	$0	$123,334
	1301a	Direct Operations- OIT	x			#########	300,194	$24,195	$5,105	$19,090
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		#########	$331,334	$0	$0	$0
	2402	Environmental Health Ser. Support		x		#########	$200,296	$11,075	$0	$11,075
	2403	Facilities & Property Support		x		#########	$160,949	$40	$0	$40
	2404	Facilities Engineering Support		x		#########	$0	$0	$0	$0
	2405	Engineering Services Support		x		$469,184	$102,153	$4,237	$0	$4,237
TOTAL TSA AMOUNT						#########	########	$774,388	$90,353	$684,035
TOTAL PROGRAM FORMULA AMOUI						#########	########	15,352	$0	$15,352
TOTAL HEADQUARTERS TRIBAL SH						#########	########	$789,740	$90,353	$699,387

Column 1 - All numbers are based on FY 2014 appropriations and taken from final negotiation tables (table 4), dated 5/8/2014 (receive
Column 2 - All numbers are based on FY 2014 appropriations and taken from final negotiation tables. Tables provided by AANHS on .
Includes Chickaloon, Knik and All Alaska HQE TS.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signe
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY
Line 101 - Any funds remaining will be distributed on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution m
Line 105 - Any funds remaining will be distributed on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution m
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provide
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreemen
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. Bristol Bay Area Health Corporation 58G950015
Contract/Compact Period October 1, 2014 through September 30, 2015

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-	0.079610226	Non-	IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$14,919,240		$244,340	$402,584	($369,678)	##########
2	Dental	$961,292		$15,849	$11,483	$0	$988,624
3	Mental Health	$339,980		$98,688	$20,082		$458,750
4	Alcohol & Substance Abuse	$1,278,421		$65,035	$41,820		$1,385,276
5	Public Health Nursing	$92,531		$9,307	$8,059		$109,897
6	Health Education	$355,152		$19,234	$10,134		$384,520
7	Community Health Representati	$299,386		$6,955	$20,767		$327,108
8	Immunization (AK only)	$161,562		$24,582	$0	$0	$186,144
9	Direct Operations	$37,337		$325,108	$142,424		$504,869
10	Contract Support Costs - Direct	$2,164,954		$0	$0		$2,164,954
11	Contract Support Costs - Indirec	$0	$8,611,728	$0	$0		$8,611,728
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$20,609,855	$8,611,728	$809,096	$657,353	($369,678)	##########
15	Purchased/Referred Care	$1,201,451		$103,017	$26,682		$1,331,150
16	Environmental Health Support	$167,927		$42,078	$0	$0	$210,005
17	Facilities Support	$0		$2,686			$2,686
18	OEHE Support	$0			$15,352		$15,352
19	Maintenance & Improvement	$0	$433,331		$0		$433,331
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$117,483				$117,483
23	TOTAL, Facilities	$167,927	$550,814	$44,764	$15,352	$0	$778,857
24	Catastrophic	$0					
25	Medicare	$0					$0
26	Medicaid	$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, No-year IHS	$0	$0	$0	$0	$0	$0
29	Quarters	$0					$0
30	Contract Health Services (Prior	$0					$0
31	Indian Health Facilities (Prior Y	$0					$0
32	Others	$0					
33	TOTAL, Other	$0	$0	$0	$0	$0	$0
34					$0		$0
35	GRAND TOTAL, AFA	$21,979,233	$9,162,542	$956,877	$699,387	($369,678)	##########

Footnotes:

The FA program funding amount in column 1 and 2 are as of amendment number 13, dated 9/25/2014

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustme with Sec. 4 of the FA.

Bristol Bay Area Health Corporation
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, : **No** (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback **Yes** (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	see Footnotes
H & C						
IPA/MOA personnel costs	$544,600	$12,244	$1,089	$557,933	$46,494	$185,978
Supply Service Center			$0	$0	$0	$0
Village Clinic Leases	$550,000		$1,100	$551,100	$45,925	$183,700
SUBTOTAL H & C	$1,094,600	$12,244	$2,189	$1,109,033	$92,419	$369,678
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATIO	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL ENVIRONMENTAL H	$0	$0	$0	$0	$0	$0
Withhold Total	$1,094,600	$12,244	$2,189	$1,109,033	$92,419	$369,678

Footnotes:

Column 1- Initial withhold for IPA/MOA and VEC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 m

Column 2 - IPA/MOA Centrally Paid Expenses are estmated at $284 for each IPA and $2,990 ($690 for Regional MOA services) for eacl
Employee Dispute Pool Costs are no longer charged in advance (see Section 2.3.2.3 of Buyback .
These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .

APPENDIX C - FY 2015-2017

BRISTOL BAY AREA HEALTH CORPORATION
TRIBAL FACILITIES AND LOCATION

Description	Address
Building 301 and 401	Mile 7 Kanakanak Road Dillingham, Alaska 99576
Temporary Modular Building	Mile 7 Kanakanak Road Dillingham, Alaska 99576
Building 2 – Green Trailer (T-2)	Mile 7 Kanakanak Road Dillingham, Alaska 99576
Building 3 – White Trailer (T-3)	Mile 7 Kanakanak Road Dillingham, Alaska 99576
Building 4 – Jakes Residence (T-4)	Mile 7 Kanakanak Road Dillingham, Alaska 99576
Building 303 CHAP/Prematernal	Mile 7 Kanakanak Road Dillingham, Alaska 99576
Building 310 (Dental Clinic)	Mile 7 Kanakanak Road Dillingham, Alaska 99576
Building 5 (Brown Trailer T-5)	Mile 7 Kanakanak Road Dillingham, Alaska 99576
Building 324 Jake's Place/Freddie Ilutsik Social Detox Unit	Mile 7 Kanakanak Road Dillingham, Alaska 99576
BBAHC Counseling Center	Mile 7 Kanakanak Road Dillingham, Alaska 99576
Kanakanak House See Sections 3(b)(4) and 3 (b)(10)	Pete Hanson SD Dillingham, Alaska 99578
Our House (Respite Home) See Section 3(b)(2)	Kanakanak Road Dillingham, Alaska 99576
Sections: 3(b)(3), 3(b)(2), 3(b)(1), 3(b)(6), 3(b)(5) apply to the following:	
Aleknagik Clinic	Aleknagik, Alaska
Chignik Bay Clinic	Chignik Bay, Alaska
Chignik Lagoon Clinic	Chignik Lagoon, Alaska
Chignik Lake Clinic	Chignik Lake, Alaska
Clarks Point Clinic	Clarks Point, Alaska
Egegik Clinic	Egegik, Alaska
Ekwok Clinic	Ekwok, Alaska
Goodnews Bay Clinic	Goodnews Bay, Alaska
Igiugig Clinic	Igiugig, Alaska
Iliamna Clinic	Iliamna, Alaska
Ivanof Bay Clinic	Ivanof Bay, Alaska

King Salmon Clinic	King Salmon, Alaska
Kokhanok Clinic	Kokhanok, Alaska
Koliganek Clinic	Koliganek, Alaska
Levelock Clinic	Levelock, Alaska
Manokotak Clinic	Manokotak, Alaska
Naknek Clinic	Naknek, Alaska
Newhalen Clinic	Newhalen, Alaska
New Stuyahok Clinic	New Stuyahok, Alaska
Nilavena Subregional Clinic	Iliamna, Alaska
Nondalton Clinic	Nondalton, Alaska
Pedro Bay Clinic	Pedro Bay, Alaska
Perryville Clinic	Perryville, Alaska
Pilot Point Clinic	Pilot Point, Alaska
Platinum Clinic	Platinum, Alaska
Port Heiden Clinic	Port Heiden, Alaska
Portage Creek Clinic	Portage Creek, Alaska
Ugashik Clinic	Ugashik, Alaska
Ekuk Clinic	Ekuk, Alaska
South Naknek Clinic	South Naknek, Alaska
Togiak Clinic	Togiak, Alaska
Twin Hills Clinic	Twin Hills, Alaska
South Shore Aleknagik Clinic	Aleknagik, Alaska
Field Clinic in Lewis Point Fish Camp	Lewis Point, Alaska
Field Clinic in Igushik Fish Camp	Igushik, Alaska
Sections 3(b)(3), 3(b)(2), 3(b)(1), 3(b)(6), 3(b)(5) apply to the following:	
Aleknagik School	Aleknagik, Alaska
Chignik Bay School	Chignik Bay, Alaska
Chignik Lake School	Chignik Lake, Alaska
Chignik Lagoon School	Chignik Lagoon, Alaska
Clarks Point School	Clarks Point, Alaska
Dillingham School	Dillingham, Alaska
Ekwok School	Ekwok, Alaska
Goodnews Bay School	Goodnews Bay, Alaska
Ivanof Bay School	Ivanof Bay, Alaska
Kokhanok School	Kokhanok, Alaska
Koliganek School	Koliganek, Alaska
Levelock School	Levelock, Alaska
Manokotak School	Manokotak, Alaska
Naknek School	Naknek, Alaska
New Stuyahok School	New Stuyahok, Alaska
Newhalen School	Newhalen, Alaska
Nondalton School	Nondalton, Alaska
Pilot Point School	Pilot Point, Alaska

Port Heiden School	Port Heiden, Alaska
Pedro Bay School	Pedro Bay, Alaska
Perryville School	Perryville, Alaska
Platinum School	Platinum, Alaska
Portage Creek School	Portage Creek, Alaska
Togiak School	Togiak, Alaska
Twin Hills School	Twin Hills, Alaska
Division Family Youth Services Building See Section 3(b)(2)	Dillingham, Alaska
Safe and Free Environment Building See Section 3(b)(1)	Dillingham, Alaska
Chignik Lake Tribal Office See Section 3(b)(6), 3(b)(6)	Chignik Lake, Alaska
Newhalen City Office See Section 3(b)(6)	Newhalen, Alaska
King Salmon Tribal Building See Section 3(b)(6)	King Salmon, Alaska
Curyung Tribal Building See Section 3(b)(6)	Dillingham, Alaska
Togiak Family Resource Center See Section 3(b)(6), 3(b)(3), 3(b)(2) Ekwok Tribal Building See Section 3(b)(1), 3(b)(2)	Togiak, Alaska Ekwok, Alaska
Kokhanok Tribal Building See Section 3(b)(1), 3(b)(2)	Kokhanok, Alaska
Perryville Tribal Council See Section 3(b)(1), 3(b)(2)	Perryville, Alaska
Koliganek Tribal Building See Section 3(b)(1), 3(b)(2)	Koliganek, Alaska
Pilot Point Tribal Building See Section 3(b)(1), 3(b)(2)	Pilot Point, Alaska
South Naknek Tribal Building See Section 3(b)(1), 3(b)(2)	South Naknek, Alaska
New Stuyahok Tribal Building See Section 3(b)(1), 3(b)(2)	New Stuyahok, Alaska
Nondalton Tribal Building See Section 3(b)(1), 3(b)(2)	Nondalton, Alaska
Goodnews Bay City Office See Section 3(b)(1), 3(b)(2)	Goodnews Bay, Alaska
Chignik Bay FSW Office See Section 3(b)(1), 3(b)(2)	Minnie Skonberg House – Chignik Bay, Alaska
Aleknagik FSW Office See Section 3(b)(1), 3(b)(2)	Aleknagik, Alaska
Boys & Girls Club Building See Section 3(b)(5) and (6)	New Stuyahok, Alaska

Marrulut Eniit (Grandma's House) See Section 3: "services to elderly through home-based care program, including medical, palliative care, fitness activities and end of life services."	Dillingham, Alaska

Bristol Bay Area
Health Corporation
6000 Kanakanak Road
P.O. Box 130
Dillingham, AK 99576
(907) 842-5201
800-478-5201
FAX (907) 842-9354

Bristol Bay Area Health Corporation is a tribal organization representing 34 villages in Southwest Alaska:

- Aleknagik
- Chignik Bay
- Chignik Lagoon
- Chignik Lake
- Clark's Point
- Dillingham
- Egegik
- Ekuk
- Ekwok
- Goodnews Bay
- Igiugig
- Illamna
- Ivanof Bay
- Kanatak
- King Salmon
- Knugank
- Kokhanok
- Koliganek
- Levelock
- Manokotak
- Naknek
- New Stuyahok
- Newhalen
- Nondalton
- Pedro Bay
- Perryville
- Pilot Point
- Platinum
- Port Heiden
- Portage Creek
- South Naknek
- Togiak
- Twin Hills
- Ugashik

To promote health with competence, a caring attitude & cultural sensitivity

Bristol Bay Area Health Corporation
Eligibility for Health Services

Resolution 2011-04

WHEREAS, the Bristol Bay Area Health Corporation (BBAHC) is a tribal organization as defined in the Indian Self-Determination Act (ISDA), which administers the 45,000 square mile Kanakanak Service Unit of the Indian Health service (IHS) as a tribally-operated service unit under the Alaska Tribal Health Compact (Compact) in accordance with federal law; and

WHEREAS, under the terms of Compact and Section 813 of the Indian Health Care Improvement Act, the BBAHC is authorized to determine the conditions under which health services may be provided in the Kanakanak Service Unit under IHS-funded programs to persons who are not "eligible beneficiaries" of the IHS under federal law provided that the Corporation gives consideration to whether the provisions of such services will result in a denial or diminution of services to eligible beneficiaries; and

WHEREAS, services have been provided in the Kanakanak Service Unit to non-beneficiaries for many years under the provisions of federal law relating to remote facilities in Alaska, both prior to the exercise of self-determination rights by the BBAHC and pursuant to provisions of the Corporation's contract with the IHS under Title I of the ISDA; and

WHEREAS, the Board has determined that the provision of health services to non-beneficiaries will not result in a denial or diminution of services to beneficiaries and that services will be provided on a fee-for-service basis resulting in reimbursement in an amount not less than the actual cost of providing such services as required by federal law; and

NOW THEREFORE, BE IT RESOLVED, that health services will be available under IHS-funded programs of the BBAHC to non-beneficiaries; and

BE IT FURTHER RESOLVED, that a Policy of Eligibility for Health Service is hereby approved and shall be posted in all BBAHC-operated facilities; and

BE IT FURTHER RESOLVED, that whenever significant evidence is presented to the Executive Committee by the Chief Executive Officer that in a particular facility services to non-beneficiaries of any particular type result in a denial of diminution of services of that type to beneficiaries, the Executive Committee is authorized to suspend the delivery of such services to non-beneficiaries, such action to specify the type of service, the facility or

geographical area to which the suspension applies, and the duration of the suspension (which may be for a specific term or until revoked.); and

BE IT FURTHER RESOLVED, that a copy of this resolution and a schedule of charges applicable to non-beneficiaries for emergency and non emergency care shall be made available upon request.

Dated this 23rd day of February, 2011

H. Sally Smith, Chairman
Bristol Bay Area Health Corporation

CERTIFICATION

I, the undersigned Secretary of the Bristol Bay Area Health Corporation, do hereby certify that the foregoing resolution was duly passed by the Executive Committee of the Bristol Bay Area Health Corporation on this 23rd day of February, 2011.

Diane Shangin, Secretary
Bristol Bay Area Health Corporation

Appendix E

Buyback/Withhold Agreement between the Indian Health Service and Bristol Bay Area Health Corporation

Section 1. Generally. Pursuant to Section 5(c) of the Funding Agreement between Certain Alaska Native Tribes Served by Bristol Bay Area Health Corporation (hereinafter "BBAHC") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), BBAHC has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by BBAHC on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to BBAHC shall be determined under section 2 below. BBAHC's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act.

Section 2. Determination of Cost.

2.1 Generally. BBAHC may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this Funding Agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, BBAHC may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by BBAHC.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by

the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to BBAHC.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services BBAHC proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent BBAHC from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by BBAHC and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by BBAHC.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5(c) of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to BBAHC under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing services to BBAHC.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of BBAHC. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by BBAHC and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. BBAHC assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by BBAHC shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of BBAHC.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by BBAHC under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The BBAHC is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Relations and any other section of the Indian Health Service, Office of General Counsel, and Department of Health and Human Services associated with the processing, settlement or other resolution of disciplinary actions, grievances, or appeals to the Merit System Protection Board, the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs from the IPA/MOA Employment Related Disputes Shared Cost Pool established under section 2.3.2.3 to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Dispute Costs Chargeable Against the IPA/MOA Shared Cost Pool. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection from the IPA/MOA Shared Cost Pool under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of the employee's assignment to BBAHC may be paid from the IPA/MOA Shared Cost Pool.

2.3.2.2.2 Costs which may be charged against the IPA/MOA Shared Cost Pool may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be paid or recovered from the IPA/MOA Shared Cost Pool. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 IPA/MOA Employment Related Dispute Shared Cost Pool. All costs of the IHS related to IPA/MOAs for which Co-Signers' are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. BBAHC agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Dispute Costs Chargeable Against the IPA/MOA Shared Cost Pool" by each contributing a sum certain to an IPA/MOA Employment Related Dispute Shared Cost Pool. The purposes of this Shared Pool are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the budget uncertainties for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds in the IPA/MOA Employment Related Dispute Shared Cost Pool only as provided in sections 2.3.2.2. An accounting of the IPA/MOA Employment Related Dispute Shared Cost Pool contributions and expenditures shall be provided

by the Alaska Area Native Health Service Area Office to BBAHC on a quarterly basis. Any funds remaining in the IPA/MOA Employment Related Dispute Shared Cost Pool at the end of the fiscal year shall be distributed to the Co-Signers who contributed no later than the last day of the fiscal year. The end of year distribution shall be made in the proportion in which the contributions to the IPA/MOA Employment Related Dispute Shared Cost Pool were made. The amount of the contribution by each Co-Signer shall be calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. If there is a shortfall in funds available to IHS, the additional funds IHS needs to fully recover its actual costs, as provided for in Section 2.3.2.2 each Co-Signer shall make an additional contribution in an amount calculated on the same basis as end of the year distributions are to be made under this section, provided that no such contribution may be required of Co-Signers if all accounting for the IPA/MOA Employment Related Shared Cost Pool is not up-to-date as of the date of the request for additional contributions. The required contribution for the fiscal year is shown in Appendix A to BBAHC's Funding Agreement, which also details the basis of the calculation.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corp, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged BBAHC for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to BBAHC of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by BBAHC authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services BBAHC proposes to purchase from the IHS. In such case, no monthly payments are due from BBAHC. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to BBAHC and

adjustments in the amount of withhold or payments needed to pay for all services BBAHC has purchased, or proposes to purchase, will be made to the IHS by BBAHC. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount BBAHC hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount BBAHC hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to BBAHC of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from BBAHC for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to BBAHC due to Congress authorizing continuing resolutions or other delays in making lump sum payments to BBAHC.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to BBAHC within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and BBAHC will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to BBAHC, any over recovery by the IHS must be returned to BBAHC and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by BBAHC.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from BBAHC.

3.4 Use of Other Funds Due BBAHC to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to BBAHC, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of BBAHC's failure to pay in full all amounts owing under the buy-back provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to BBAHC under this funding agreement.

3.4.3 **Full Year Withhold as Penalty for Default.** Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by BBAHC under this Agreement in a manner agreeable to BBAHC and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, BBAHC may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. BBAHC shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2001, and shall remain in effect pursuant to section 5(c) of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 1/2/02

Bristol Bay Area Health Corporation on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: H. Sally Smith
H. Sally Smith, President
Bristol Bay Area Health Corporation

Date: October 19, 2001.

By: _____
Robert Clark, Chief Executive Officer
Bristol Bay Area Health Corporation

Date: 10/19/01

APPENDIX F
BRISTOL BAY AREA HEALTH CORPORATION
INFORMATION SERVICES LIST

Office of Information Technology (OIT) Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database.		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation including HIPAA compliant modifications and support, i.e. technical assistance to meet the transaction and code set standards.			X
System Support and Training			
100% System Support and Training	X		
Nationally Available DIR Training instruction (as available)		X	

Office of Information Technology Provides:	Directly to ANTHC	Directly to Consumer	Indirectly to Consumer through ANTHC
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (200) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

IHS Area: Alaska

Appendix G

Certification for New /Replaced/Added Space
Agency-Related Program Space

Inclusion Criteria: Having space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.

1)	Tribe or Tribal Organization:

Check one

☐ NEWLY ACQUIRED BUILDING
Not replacing or adding to a building already in the M&I/Equipment database.

☐ REPLACED EXISTING BUILDING
Replacing a building already in the M&I/Equipment database. At the end of this form identify the existing building that was/is being replaced. Describe new building below.

☐ ADDED SPACE TO EXISTING BUILDING
Adding space to building already in the M&I/Equipment database. At the end of this form, identify existing building being added to. Include only increased amount of space below.

Describe the space proposed to be added into the M&I/E Inventory. For additions to existing buildings, only include the additional space here. Existing building will be identified at the end.

2)	Identification of building meeting inclusion criteria above (name, number etc). Write In "ADDITION" when applicable.		
3)	Location of building (city, state, etc). Leave blank for additions.		
4)	Ownership of building (tribe, private, other). Include lease/rental type where applicable.		
5)	Building construction type. Choose from: trailer. fire resistant, masonry with wood, wood frame.		
6)	Gross square meters of addition or entire building. as applicable.		gsm
7)	Gross square meters or actual space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
8)	Annual average hours of use per week by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
9)	Maintenance and repair funds currently provided under contract budget, either specifically or part of rental/lease payments.		$

10)	Briefly describe below the health services provided under the PL 93-638 contract:

Checklist of certifications to attach for space proposed to be added into the M&I/E Inventory.

	BUILDING CODES and STRUCTURAL Attach Certificate of Occupancy or other evidence of meeting national building codes, satisfactory structural condition, and safety standards.	Cost to bring to Standard:	$
	SEISMIC (EARTHQUAKE) Attach seismic survey if applicable; Otherwise, provide basis for exemption..	Cost to bring to Standard:	$
	ENVIRONMENTAL Attach environmental assessment, Including of land.	Cost to bring to Standard:	$
	AS-BUILT SCALE DRAWING Attach as-built scaled drawing. Use metric units and scale.	Cost to bring to Standard:	$

Certified by:	Date:
Mailing Address:	
Phone with area code:	FAX number
E-mail address:	

For replacements and additions, identify existing building below.

11)	Identification of existing building which is being replaced or being added on to. (name, number. etc).	
12)	Location of existing building (city. state, etc).	

Appendix H

ALASKA AREA Energy Report

SERVICE UNIT:

Facility/Campus Name:

Current Reported SF:

FY 2006	Electricity (KWH)	Electricity Cost	Oil (Gal)	Oil Cost	Natural Gas (kft^3)	Natural Gas Cost	Other Source	Other Cost	Water (Gallons)	Water Cost
October										
November										
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										

Service Unit Facility Manager

Date

Appendix I

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE: April 15, 2005

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, *"Project Name"*
FINAL REAL PROPERTY CLOSEOUT REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Final Real Property Project Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. **Project Summary**

This project requested M&I funding to renovate the Kanakanak Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. **Space Allocation**

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. **Appropriations (Total Revenue)**

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, Interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$ 0
Criteria Changes (describe below)	$	$ 0
Total Common Costs	$	$ 0

Identify Costs: _____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$ 0	$ 0
If included, describe actions below	$ 0	$ 0
	$ 0	$ 0
Total Land Improvement Cost	$ 0	$ 0

Identify Improvements: _____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** ***Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs***

Building No.	Description	Percent of Common Costs
Building 00####		

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. **Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).**

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

CHIEF FINANCIAL OFFICER CERTIFICATION:

"I certify that the capitalized and expenses amounts for this final report were extracted from the attached General Ledger Summary. A successful independent audit of the organization was conducted in accordance with the Single Audit Act for the period in which the project was awarded and funded improvements completed. This information will enable the Indian Health Service to carry out its responsibilities under the Chief Financial Officers Act for reporting capital improvements made to federal facilities."

_____ Date: _____

Type Name of Chief Financial Officer
Type Name of Tribe/Tribal Organization

APPENDIX J

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

APPENDIX K

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No
18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.
23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.
26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.
29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Title	Date	Environmental Coordinator	Date

APPENDIX L

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

APPENDIX L – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by BBAHC, BBAHC shall submit a proposal package that includes a completed Project Summary Document (See Appendix J) and Environmental Information and Documentation Form (See Appendix K) to the IHS. Coordination time between BBAHC and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between BBAHC, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow BBAHC and IHS to resolve them early.

Indian Health Service

National Environmental Policy Act; Categorical Exclusions

AGENCY: Indian Health Service (IHS), HHS.

ACTION: List of IHS program actions that are categorically excluded from the requirement to conduct further evaluation under the National Environmental Policy Act (NEPA).

SUMMARY: This notice provides a list of classes of IHS actions that normally do not have a significant impact on the environment and, therefore, do not require environmental impact statements (EIS) or environmental assessments (EA) under Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508) or Department of Health and Human Services (HHS) procedures (HHS General Administration Manual Part 30). All actions involving construction are reviewed to determine if extraordinary or exceptional circumstances exist that prevent the action from meeting the criteria established for this listing.

EFFECTIVE DATE: January 6, 1993.

FOR FURTHER INFORMATION CONTACT: Director, Division of Environmental Health (DEH), Office of Environmental Health and Engineering (OEHE), IHS, Public Health Service (PHS), HHS, room 5A–39, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857; or telephone (301) 443–1043.

SUPPLEMENTARY INFORMATION: Regulations of the CEQ at 40 CFR parts 1500–1508 require Federal agencies to adopt procedures to supplement and implement their regulations. The HHS, by giving notice in the Federal Register (45 FR 76519), has adopted such procedures and included them in the HHS General Administration Manual Part 30. The CEQ approved the HHS procedures on October 2, 1980. Paragraphs 1507.3 and 1508.4 of the CEQ regulations provide for the definition of categories of actions that do not individually or cumulatively have a significant effect on the human environment and therefore, do not require the preparation of an EIS or an EA. Paragraph 30–20–40 of the HHS General Administration Manual establishes categories of exclusion for Departmental actions and provides for the listing of actions by Operating Divisions within the Department. The IHS, as an agency of the PHS, hereby gives notice of its listing of actions which normally can be categorically excluded from further environmental review.

If a proposed action belongs to an excluded category but one or more extraordinary or exceptional circumstances (as defined in Part K) apply, then an EA must be prepared for the purpose of determining whether an EIS is warranted.

The IHS provides comprehensive health care services to more than 1 million American Indians and Alaska Natives. The goal of the IHS program is to raise the health status of American Indians and Alaska Natives to the highest level possible. In carrying out this goal, the program has three main objectives: (1) To deliver the highest quality health services possible; (2) to assist tribes and native corporations to develop their capacity to manage health programs; and (3) to serve as an advocate for American Indians and Alaska Natives in health related matters.

The IHS program is carried out through a health services delivery system, designed to provide a broad mix of preventive, curative, rehabilitative, and environmental services. The type of health services delivery system

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 60 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects are categorically excluded.

as

Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are untaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 85 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

investigation, diagnosis, consultation, counseling) in health programs.

F. Management and Administrative Support

Routine management and administrative support actions.

G. Training, Education, and Manpower Development

The award of training grants, scholarships, and the provision of other types of training and educational assistance are excluded. These actions include:

1. Support for development of professional and paraprofessional health competencies;
2. Support for development of American Indian and Alaskan Native health management capabilities;
3. Support for development of tribal and community capabilities in the areas of environmental improvement, disease reduction, injury control, and operation and maintenance of sanitation facilities;
4. Support for training and education of IHS personnel necessary for the efficient accomplishment of the IHS program; and
5. Educational activities including development of disease prevention and treatment and presentation of such material to American Indian and Alaskan Natives.

H. Statistics, Data Processing, and Information Gathering

Actions associated with statistics and information collection and dissemination are excluded. These actions typically involve:

1. Collection of demographic or morbidity data and analysis for program management and budget justification purposes;
2. Epidemiologic studies;
3. Environmental surveillance activities (e.g., sample collection, analysis, and monitoring of air, food, water, and wastewater) to determine quality as a basis for ensuring necessary corrective action;
4. Engineering studies and investigations including soil boring and test well drilling to gather data for the purpose of determining engineering feasibility and to permit facility design;
5. Updating existing data bases and data processing;
6. Printing and distributing reports; and
7. Developing new/redesignating existing data systems to meet specific program needs.

I. Indian Health Service Owned and Leased Facilities

Actions related to the IHS owned and leased facilities, or actions funded by IHS at tribally owned (or leased) and managed facilities as listed below, are excluded:

1. Maintenance and day-to-day operation of the physical plant and repairs to plant and equipment, or replacement-in-kind of utilities and building components;
2. Acquisition of equipment, provided all requirements for permits, registrations, and licenses are met, and provided the equipment involves use of generally accepted technology;
3. Building alteration or renovation that does not substantially change the function or general appearance of existing buildings;
4. Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction:

(a) Is at the site of an existing health care facility and the facility capacity is not substantially increased,

(b) Is for buildings of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or

(c) Is for projects other than buildings when less than five acres of surface land area are involved at a new site;

5. Facility planning and design including funding of such activities;
6. Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which:

(a) The intended use of the space is consistent with the functional design of the building, and

(b) The acquisition is consistent with an applicable master plan, if such plan exists;

7. The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action:

(a) Is consistent with any applicable master plan, if such a plan exists,

(b) Conforms to local zoning and land use ordinances, if such ordinances exist,

(c) Is consistent with the functional design of the facility,

(d) Would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and

(e) Satisfies the requirements of applicable comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 120 (h) provisions.

J. Construction of Sanitation Facilities

Actions associated with construction of sanitation facilities to serve Indian homes and communities, except that the following actions are not excluded:

(1) Construction of a sanitary landfill at a new solid waste disposal site, and

(2) Construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters.

K. Extraordinary or Exceptional Circumstances

Under extraordinary circumstances, the normally excluded actions described above may have a significant environmental effect; such actions are not categorically excluded. Actions that can be characterized by, or may cause any of, the conditions described below are examples of actions that are not categorically excluded:

1. Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;
2. Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;
3. Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;
4. Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
5. Those which have adverse effects on unique geographic characteristics (e.g., historic, archeological, or cultural resources, park recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones or ecological or critical areas including those listed on the Department of Interiors National Register of National Landmarks);
6. Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
7. Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
8. Those which have adverse effects on species listed by the Federal Government as endangered or Threatened Species, or which have adverse effects on any designated critical habitat for those species;
9. Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 29, 1992.

Michel K. Lincoln,

Deputy Director.

[FR Doc. 93-173 Filed 1-5-93; 8:45 am]

BILLING CODE 4150-15-M

ADDENDUM I

BRISTOL BAY AREA HEALTH CORPORATION

MEMORIALIZATION OF HISTORICAL
LEVEL OF PFSAS PROVIDED BY
ANMC AND AANHS

The ANMC, subject to available appropriations, has historically provided the following PFSAs to BBAHC as of October 1, 1997 and continued to provide such services through December 31, 1998:

- Accepting all referrals of Alaska Natives from Kanakanak Hospital.
- Providing specialty care field clinics.
- Consultation to BBAHC physicians.
- Pathology, radiology, and laboratory support.
- Medivac support for emergencies.
- Patient travel support for BBAHC patients returning home from treatment at the ANMC.
- Temporary assistance for lab, x-ray and other professional support personnel, and other services.
- Specialized training such as Advanced Cardiac Life Support, Advanced Trauma Life Support, etc.
- Alaska immunization program providing vaccines for Hepatitis A, Hepatitis B, Hemophilus Influenza B and other vaccines without charge to BBAHC in a manner consistent with past practices, provided that this service is subject to discontinuance if the State of Alaska assumes these responsibilities.
- Teleradiology services.

The ANMC will continue, subject to the availability of appropriations, in its historical capacity as primary, secondary, tertiary, and specialized provider of patient care to the Lake Iliamna Service Area (LISA) sub-region of BBAHC which includes (Iliamna, Kokhanok, Newhalen, Nondalton and Pedro Bay) within the larger Anchorage Service Unit, to provide PSFAs at no lower level than which have been previously provided to the BBAHC while operating under Title I P.L. 93-638 contract or under previous AFAs, including but not limited to:

- Acceptance of all referrals of eligible beneficiaries from the LISA/BBAHC Region Community Health Aide Clinics, Contract Health Care Physicians, and all licensed LISA/BBAHC clinical practitioners.

- The provision of field clinics, including, but not limited to, physicians, dentistry to be provided on no less than that historical basis of no less than twice per year, with the understanding that additional visits may be incorporated with the planned enhancement of rural Anchorage Service Unit Services, and optometry clinics.

- The physician support services including, but not limited to, collaboration, consultation and training for LISA/BBAHC mid-level practitioner and health aides, authorization of refills of chronic medications, monitoring of chronic care, and emergency Medical Services sponsorship for practitioners and health aides.

- Case management through a primary care village team, along with a village pharmacy support program.

- Specialty care clinics on an as needed basis including, but not limited to, audiology, mental health, and psychiatric.

- Mental health/psychiatry/child psychiatry support services including, but not limited to, monitoring of patients on chronic psychiatric medications, assistance in the development of individual or team treatment plans, and availability for telephone consultation to village/communities on a 24-hour basis, conditioned upon the availability of resident mental health capacity in the villages.

- Pathology, pharmacy, radiology, EKG interpretation, and laboratory support including testing.

- Emergency medical services and medivac support for emergencies.

- Patient travel support for LISA/BBAHC beneficiaries returning home following treatment at the ANMC.

- Travel and housing for patient escorts.

- Contract Health Care consultations; and support.

- CHEF eligibility and coverage, contract health, denial and appeals processes, and funds distribution.

- Acceptance of LISA/BBAHC Community Health Aides to Basic Health Aide training sessions and practicums.

- RPMS related medical computer technical assistance for data entry and billing.

- Biomedical equipment support including, but not limited to, clinic site visits for maintenance and repair, depot repair, technical assistance and advisement.

- STD/HIV testing, counseling, partner notification, education and consultation as requested by LISA/BBAHC.

- Nutrition education and counseling services from the statewide Diabetes program based at ANMC.

- Environmental Health/Sanitation services including, but not limited to, appropriate village visits for environmental services, injury prevention, institutional services.

- Diabetes patient tracking and registration.

The Alaska Native Health Service Area Office has provided to BBAHC consultation and technical support services, subject to the availability of appropriations, which will include, but not be limited to:

- Without charge to BBAHC consulting radiology services and reference laboratory services to include on-site visits at a level consistent with the Continuing Services Agreement to be negotiated under this section, by a radiologist and routine reading of x-rays.

- Commissioned Corp. recruitment assistance including travel costs of the recruiter to and from Bristol Bay, any applicable documentation, award information for Commissioned Officer promotions, and career counseling for officers desiring long-term affiliation with IHS.

- Engineering services inclusive of maintenance and improvement for federal facilities and projects;

- Warehousing facilities and activities.

- Purchasing activities under GSA contracts;

- Office of Environmental Health Services and activities, health facilities support, real property support especially for village built clinics; projects for health facilities management, special projects and sanitation facilities.

- Administration and management of IPA/MOAs;

- Business office functions related to Medicare/Medicaid and third party reimbursement;

- Certain contract health services, not otherwise contracted under Title I;

- Region X legal consultation.

- Acceptance and inclusion of BBAHC statistical data such as user population, workload data, etc. IHS has provided access to the IHS Network through maintaining a wide area network with a common downlink to the gateway or access point in Anchorage.

The IHS has processed RPMS core data, and accepted core data from non-RPMS sites provided it is transferred on standard formatted media (such as ASCII text, dBase, Lotus, Excel). This processing shall include patient registration data, statistical workload data and contract health data.

The IHS has provided and maintained the IHSNET. This shall include LAN and WAN support, Network design and planning, IHS-wide e-mail, vendor control support, network security, Internet access, telemedicine and teleradiology planning and budgeting.

The IHS has distributed additional IP addresses when requested from the Co-Signer. The IHS shall continue to support all ANMC and Alaska Area Native Health Service office RPMS hardware, including maintenance contracts and licenses.

Confidentiality of patient records has been maintained in accordance with procedures set forth in the Federal Privacy Act of 1974, 5 U.S.C. 552a.

ADDENDUM II
BRISTOL BAY AREA HEALTH CORPORATION
MEMORIALIZATION OF MATTERS REMAINING IN DISPUTE

(1) Bristol Bay Area Health Corporation (BBAHC) does not agree with the IHS' position that Area Office tribal shares that were restricted by individual Co-Signer decision or by a consensus decision of all Co-Signers from FY 1995 through FY 2000 are not available for inclusion in FY 2004 because of Section 325, P.L, 105-83. BBAHC believes it has the right to include such tribal shares in its FY 2004 annual funding agreements notwithstanding Section 325. BBAHC reserves any remedies it may have under law.

(2) In the 2002 FA the parties agreed that the erosion of a shoreline of the Kanakanak federal compound would eventually interfere with BBAHC activities. The IHS has now assured BBAHC that this would not be the case for the foreseeable future and IHS is unwilling to continue this language in the 2004 FA. BBAHC continues to be concerned about the impact of the erosion and believes that the FA should include the previous language unless IHS provides BBAHC with convincing evidence for its new position.

FUNDING AGREEMENT

BETWEEN

COUNCIL OF ATHABASCAN TRIBAL GOVERNMENTS

AND

THE SECRETARY OF HEALTH AND HUMAN SERVICES

FYs 2023-2025

FUNDING AGREEMENT
BETWEEN
CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
COUNCIL OF ATHABASCAN TRIBAL GOVERNMENTS
AND THE
SECRETARY OF THE DEPARTMENT OF HEALTH & HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2023-2025

This Funding Agreement is entered into by and between certain Alaska Tribes in the Yukon Flats Region and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Council of Athabascan Tribal Governments to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

SECTION 1 - OBLIGATIONS OF THE INDIAN HEALTH SERVICE.

(a) Under the authority of section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities ("PSFAs") of the Alaska Area Office and the Alaska Native Medical Center have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's funding agreement ("FA"). IHS shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with ANTHC and SCF on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This Funding Agreement ("Agreement") obligates the Indian Health Service ("IHS") to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact ("Compact") between the Council of Athabascan Tribal Governments ("CATG") and certain other Co-Signers thereof and the United States in Fiscal Years ("FYs") 2023-2025.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, the IHS will agree to continue to make available to CATG, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by the IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of the IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of the Area Office of the Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service reflects the understanding of the parties regarding services to be provided by the Alaska Area Native Health Service to Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and CATG will not be denied access to, or services from, Headquarters. Specifically, the CATG will receive the following services from the IHS Headquarters:

(1) Information Services.

(A) Information Services. The Indian Health Service will provide the full range of Office of Information Technology (OIT) national support to the Alaska Native Tribal Health Consortium (ANTHC) and Alaska Native Medical Center (ANMC). OIT will provide specified services directly to CATG. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve CATG's technical issue, OIT's support of CATG will include technical support needed on-site by CATG. A list of the services due under this paragraph, with identification of the method of delivery, is attached as Appendix D, which is fully incorporated herein.

(b) To the extent funds are retained by the IHS, CATG shall have access to training, continuing education, and technical assistance in the manner and to the same extent CATG would have received such services if it were not a Co-Signer of the Compact.

[1] All references to Appendix A and Appendix B in this Agreement are to the Appendix for the applicable fiscal year.

(c) CATG has historically received certain PSFAs from the ANMC and the Alaska Area Native Health Service ("AANHS"). Responsibility for these PSFAs has been transferred to the ANTHC and Southcentral Foundation ("SCF").

SECTION 2 - OBLIGATIONS OF CATG. This Agreement obligates CATG to be responsible for and to provide health PSFAs, identified in Section 3, utilizing the resources transferred under this Agreement and other funds as they may become available to CATG. This Agreement further authorizes the CATG to consolidate and redesign PSFAs as provided in the ISDEAA, as amended, and the Compact. CATG is obligated to seek third party reimbursements as provided by federal law and is payer of last resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, 25 U.S.C. § 1623(b), CATG shall be the payer of last resort. CATG is committed to and will strive to provide quality health services and will strive to meet standards CATG believes to be appropriate and applicable to the delivery of those health services.

SECTION 3 - TRIBAL PROGRAMS AND BUDGET. The CATG agrees to provide and be responsible for the health PSFAs identified below in accordance with the Compact and this Agreement. For the purposes of this Agreement, the CATG's General Budget Categories consolidate related health PSFAs.

(a) The CATG agrees to provide health care services to the Alaska Native and American Indian beneficiaries in the Yukon Flats Region.

(1) Administrative and Management Services. CATG will provide policy guidance as well as administrative and management oversight services for all health PFSAs described in this Agreement; will ensure that CATG's mission, policies and other responsibilities aimed at carrying out the ATHC and this agreement are carried out; and will assure compliance with the ATHC and this FA.

(2) Yukon Flats Health Center (YFHC): The YFHC is an ambulatory care referral center and provides primary care and 24-hour emergency care to residents of the Yukon Flats. The YFHC will also provide support services for the Yukon Flats Community Health Aide Program, the Behavioral Health Program, specialty clinics, optometry, ultrasound services and the visiting PHN.

(3) Health Education (HE): The HE Program will assist communities to develop a community health education plan and to establish health promotion/disease prevention programs in the Yukon Flats. The HE Program will train village based health providers to provide community health education services.

(4) Yukon Flats Community Health Aide Program (CHAP): The CATG will provide for the following CHA Program functions: delivery of village

based primary health care by Community Health Aides including dental services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board; supervision and on-site CHA training by a Coordinator-Instructor; and, coordination of Yukon Flats CHA training at various locations in Alaska

(5) Community and Regional Health Development: The CATG will carry out activities which provide support for management, planning, organizational development and capacity building, consumer advocacy and development of tribal policy relating to health issues, contract compliance and administrative functions. The CATG will also provide for communications between CATG and residents of the region, coordination of health service programs with related services offered by CATG and other agencies in the region, and provide technical assistance to local governments to improve health-related services.

(6) Behavioral Health Services: CATG will provide nicotine prevention and cessation services, substance abuse and mental health services, behavioral treatment services, and group counseling. These services will be provided with multiple source funding to maintain a primary focus on prevention, intervention and aftercare services to children, adolescents and their families. The program will support services provided by Prevention Workers, Outreach Counselors/Educators and a state licensed Social Workers. Services may be provided in a variety of settings, including clinics, homes, schools, and other community settings.

(7) Dental Services: CATG will provide dental care for emergency, preventative and restorative care in accordance with the Indian Health Service Oral Health Program Guide, Section D: Schedule of Dental Services (Levels of Care). Dental services may also be provided by CHA/Ps under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

(8) Diabetes Prevention Program: CATG will provide primary, secondary and tertiary prevention services including Diabetes education, screening, clinical follow-up and case management services.

(9) Mental Health. This program will include, but not be limited to the following: a community based mental health and substance abuse program, including outreach, 24-hour crisis intervention, outpatient, aftercare and prevention and education services to the Yukon Flats villages; training peer helpers within the school system to address substance abuse and mental health problems through prevention.

(10) Non-IHS Funding. CATG will complement and supplement the PSFAs described in section 3 with funding from sources other than the IHS through this FA, subject to the availability of funds from such other funding sources. Consistent with Article III, Sections 5, 6 and 7 of the Compact, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

(11) Other Programs/Services Funded. This funding agreement includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 of the Compact.

(12) Air and Ground Transportation. CATG will provide, subject to funding limitations, air and/or ground patient transportation services, including adult escort, health professional and other escort as CATG deems appropriate and emergency medevac and non-emergency air transportation services where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance, in any case which an authorized health center employee or medical provider deems such mode of transportation necessary. CATG may provide the above described patient transportation services in accordance with section 213 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621*l*.

(13) Telehealth Services. CATG may provide telehealth services in support of all its programs. These include a wide range of telehealth activities as part of clinical and administrative services, include, but not limited to, medical, radiology, behavioral health, dental and home based care.

(14) Staff Housing. CATG will provide housing units for provider staff.

(15) Complementary and Alternative Medicine. Complementary and alternative medicine (CAM) patient care services, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition, may be provided following a referral from a primary care provider (defined as MD, DO, DDS, DMD, PA, or APN) and, for those facilities with an organized medical staff mechanism, if the CAM providers are credentialed and privileged as required by the facility's accrediting or certifying body for the specific patient care services. Such services shall include, for example, acupuncture, naturopathic medicine, massage therapy and chiropractic services.

(16) Traditional Healing. As appropriate and as funds permit, CATG will seek to provide traditional healing services as understood by the Alaska

Native tribes served by CATG. These services include the coordination of traditional healing practices in accordance with 25 U.S.C. 1680u; research and training in order that traditional healing may be incorporated along with medical practices to further incorporate native values, beliefs and practices for the ultimate benefit of patients and families.

CATG agrees to administer any new health care programs funded during the term of this FA identified in the Indian Health Care Improvement Act; and any new health care program resulting from the reallocation of funds and redesign of programs during the term of this FA which will be in accordance with the terms of the Compact.

(b) FTCA: The Federal Tort Claims Act applies to CATG's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the ISDEAA and Section 314 of Pub.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly at 25 C.F.R. §§ 900-180 - 900.210. There is no requirement that CATG purchase liability insurance to protect or indemnify the federal government. Whether the Federal Tort Claims Act applies in any particular case is decided on an individual case-by-case basis, first by the Department of Justice and subsequently by the federal courts. CATG may purchase liability insurance supplemental to FTCA coverage which is an allowable cost under this Funding Agreement.

(c) Tribal Facilities and Locations: CATG operates the programs described in this Agreement out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix C, which is fully incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

SECTION 4 - AMOUNTS AVAILABLE DURING THE TERM OF THIS AGREEMENT.

(a) The following amounts shall be available to CATG pursuant to the Compact and Title V of the ISDEAA, as amended, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I.[2]

[2] A breakout of these funds is found on page 6 of Appendix A, which cites the source document used to determine the amount, and is fully incorporated herein. `These amounts are subject to change under the Act and as provided in this FA, including additional adjustments as provided in section 4(b). For other fiscal years to which this FA is applicable, a replacement Appendix A will

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds	$ 1,860,991
Non-Recurring Funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[3]	$ 1,353,092
Subtotal: (Base funding from FY 96 P.L. 93-638 contract, subject to further adjustments as reconciliation of previous annual funding agreements occurs.)	$ 3,214,083
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Agreement.[4]	$0
Headquarters—Tribal Share: "Tribal Size Adjustment Pool" including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A.[5]	$0
Headquarters - Tribal Share: "Program Formula Pool" including all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year base on the programs accepted for this allocation in Appendix A. **Subtotal—Tribal Shares**[6]	$0 $0

be negotiated between IHS and CATG for the respective year and amended to this FA and incorporated by reference accordingly.

[3]These non-recurring funds represent contract support costs for which funds are available at the beginning of the fiscal year. Other non-recurring funds are not specifically identified in this Agreement but will be provided to CATG in the future to the same extent as they have been historically provided.

[4] Funds from Area were distributed according to methodology agreed upon in a caucus open to all Alaska Tribes and Co-Signers. None of these tribal shares are identified for CATG because the tribes which have authorized this FA have given the Tanana Chiefs Conference (TCC), another Co-Signer to the ATHC, tribal resolutions enabling TCC to be awarded such tribal shares.

[5]Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national Indian Health Service recommended methodology. In addition to the annual funding amount, CATG is entitled to funds, which have been restricted. *See* Appendix A for detail. None of these tribal shares are identified for CATG because the tribes which have authorized this FA have given the Tanana Chiefs Conference (TCC), another Co-Signer to the ATHC, tribal resolutions enabling TCC to be awarded such tribal shares.

[6]The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount may be adjusted to make available all tribal shares for which CATG is eligible. See also, footnotes 3 and 4.

TOTAL FA FUNDING[7]	$ 3,214,083

These amounts are subject to additions and other reimbursements and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the ISDEAA, as amended. Any amounts remaining unspent under Contract No. 243-96-6008 shall be added to this Agreement.

M&I, ROUTINE PAYMENTS, NON-ROUTINE POOL METHODOLOGIES AND PROCESS FOR OPTING IN/OUT OF NON-ROUTINE POOL METHODOLOGIES. The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including CATG, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to CATG as a part of the lump sum due. The amount is determined by multiplying the FY 2022 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2023 will be based on the final FY 2023 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2023 Routine M&I allocation, is less than the 90% calculation, CATG will return the difference to the IHS. CATG and IHS have agreed that CATG may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to CATG in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via

[7]For the reasons noted regarding the amounts that make up this total and because full funding amounts may not have been fully identified or reconciled, this amount is subject to amendment to reflect the full amount due for each fiscal year under the term of this FA.

ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

CATG may also opt out of participating in one or more of the non-routine pool methodologies for its M&I eligible facilities,[8] as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

> If CATG elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. CATG shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by CATG shall continue to be eligible for Competitive Project Pool funding.
>
> If CATG elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and CATG may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS[9] deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

CATG understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. CATG acknowledges that opting back in to the non-routine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

(b) Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the

[8] M&I eligible federally owned facilities operated by CATG continue to be eligible to access non-routine funds through the Competitive Pool.
[9] "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

best data available as of the date of execution of this agreement, the amount to be paid under the fiscal year covered by this agreement, which represents the parties' estimate of CATG's full CSC requirement pursuant to 25 U.S.C. § 5325, is $ $1,329,944 , including $101,162 for direct CSC and $1,228,782 for indirect or indirect-like CSC.[10] This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and CATG's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

(c) Inclusion of Statutorily Mandated Grant. In accordance with Section 505(b) of Title V, and its implementing regulations, the Parties agree that the Secretary shall add the following statutorily mandated grants, which are administered by DHHS through IHS, to the FA after they have been awarded. Grant funds will be paid to CATG as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. CATG will use interest earned on such funds to enhance the programs for which the grant was awarded, including administrative costs. CATG will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program. Grant programs added to this FA in accordance with this provision include the following: Diabetes Grant.

CATG and its employees carrying out statutorily mandated grant programs added to a FA are covered by the FTCA. Regulations governing coverage under the FTCA are published at 25 CFR, Part 900, Subpart M.

SECTION 5 - METHODS OF PAYMENT.

(a) Payment Schedule. Except as provided in subsections (b),(c), and (d) of this section, all funds identified in Section 4 of this Agreement shall be paid to CATG, in accordance with Article II, Section 4(a) of the Compact; payment to CATG to be made as follows: One annual payment in lump sum to be made annually in advance by check or wire transfer.

(b) Availability of Tribal Shares. CATG will be paid 100 percent of negotiated Headquarters and Area Tribal Shares in its initial lump sum payment for each year under the term of this FA.

[10] For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and CATG for the respective year and amended to this FA in Appendix A.

(c) Periodic Payments. Payment of funds otherwise due to the CATG under this Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of the CATG by check or wire transfer.

(d) Buyback/Withholding. CATG may carry out its responsibility to provide certain PSFAs included in this Agreement by using services or other resources of the federal government under Article V, section 22 of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to CATG are set forth in the Buyback/Withholding Agreement between the IHS and CATG, which is attached as Appendix E to this FA and incorporated by reference herein. The administrative surcharge provided for in section 2.2.4 of the Buyback/Withhold Agreement for FY 2023 shall be 0.285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

SECTION 6 - ADJUSTMENTS DUE TO CONGRESSIONAL ACTIONS.

(a) The parties to this Agreement recognize that the total amount of the funding in this Agreement is subject to adjustment due to Congressional action in Appropriations Acts or other law affecting availability of funds to the IHS and the DHHS. Upon enactment of any such Act or law, the amount of funding provided to CATG in this Agreement shall be adjusted as necessary, after CATG has been notified of such pending action and subject to any rights which CATG may have under this Agreement, the Compact, or the law.

SECTION 7 - RECORDS. The records of CATG are not to be considered federal agency records for purposes of the Freedom of Information Act, 5 U.S.C. Sec. 552, and the Privacy Act.

(a) Confidentiality of records shall be addressed as follows: CATG will seek to comply with the Administrative Simplification provisions of HIPAA, including, but not limited to, privacy, security, transactions and codes sets regulations, codified as 45 C.F.R. Parts 160, 162 and 164. If a record is not subject to the requirements of HIPAA, CATG will comply with Privacy Act procedures. IHS retains responsibility for HIPAA compliance for retained IHS health Care component activities.

(b) Medical records generated by the CATG shall be eligible for storage in Federal Records Centers at the CATG's option in accordance with Section 105(o) of Title I.

(c) CATG operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1675.

SECTION 8 - PROGRAM RULES. CATG will make a best effort to carry out the health PSFAs in this Agreement in compliance only with the following program regulations, guidelines, and directives: JCAHO standards for ambulatory care facilities, or other nationally recognized accreditation standards and IHS Community Health Aide/Practitioner Program Standards, as applicable.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, CATG does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

SECTION 9 - RETROCESSION AND DISCONTINUANCE.

(a) Retrocession. The retrocession provisions of Section 506(f) of the Indian Self Determination and Education and Assistance Act, as amended, are herein adopted, except that the effective date of a retrocession request of the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below: retrocession may be effective with less then one year's notice, providing the Tribe or Village requesting retrocession, CATG and the IHS agree to an effective date of less than one year from the date of the retrocession request.

(b) Discontinuance. CATG may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and the IHS.

(c) Withdrawal Procedures.

(1) Process. Unless otherwise prohibited by law and in accordance with § 506(g) of Title V, a tribe or tribal organization may withdraw from a participating tribal organization, fully or partially, any program, function, service or activity (or portions thereof) included in the Compact or funding agreement, and such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on:

(A) the earlier of (i) one year from the date of submission of such request; or (ii) the date on which the funding agreement expires; or

(B) such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and funding agreement on behalf of the withdrawing Indian tribe or tribal organization.

(2) Distribution of Funds. In accordance with Sections 503(b) and 506(g) of Title V when a tribe proposing to enter into a contract under Title I or a compact and annual funding agreement under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and funding agreement, and such funds shall be removed from the funding agreement of the tribal organization and awarded to the Tribe upon approval of a Title I contract or Title V compact and funding agreement. The IHS shall retain any funds removed, but not awarded in a Title I contract or Title V compact and funding agreement.

SECTION 10 - CONSOLIDATION OF CONTRACTS AND PREVIOUS ANNUAL FUNDING AGREEMENTS. The contracts listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for PSFAs, materials, and facilities provided to the Tribes represented by CATG: Title I, P.L. 93-638 Contract Number: 243-96-6008, as modified.

SECTION 11 - ACCESS TO TRAINING AND TECHNICAL ASSISTANCE. See Section 1(b).

SECTION 12 - AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

(a) Form of Amendments. Except as otherwise provided by this Agreement, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through the CATG as authorized by resolution, the CATG, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

(b) Funding Increases.

(1) Written consent of CATG shall only be required for issuing amendments for those funds which:

(A) require a change to Section 3 – Tribal Programs and Budget;

(B) require a specific commitment by CATG (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

(C) reduce funding other than changes in Congressional appropriations pursuant to Section 6(a).

(2) Amendments not requiring written consent may include, but are not limited to:

(A) Program/Area/HQ Mandatories;
(B) Program/Area/HQ End-of-Year Distributions;
(C) Catastrophic Health Emergency Fund (CHEF), subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, CATG will return the unused amount to the IHS CHEF account;
(D) CHS Deferred Services;
(E) Routine Maintenance & Improvement; or
(F) Collections and reimbursements.

(3) Amendments reflecting payment of these funds shall be provided to CATG after any such funds are added to the Funding Agreement. CATG retains the right to reject the addition of such funds to the Funding Agreement and return the funds to the IHS.

(c) Services from IHS. Should CATG determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from CATG back to the IHS and the pro-rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

(d) Due to Addition of New Programs. Should CATG determine that it wishes to provide a PSFA of the IHS not included in this FA, CATG shall submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, CATG may submit a final offer in accordance with the Title V procedures set forth in Section 507(b)-(d) of Title V. A Proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS at the Alaska Area Office shall prepare within 30 days an amendment to this Agreement and the amendment shall be executed through the Area Office and added to this Agreement.

(e) Due to Availability of Additional Funding. CATG shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Alaska Tribal Health Compact and this Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organization may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and

this Agreement shall be amended to provide for timely payment of such new funds to CATG. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with CATG.

(f) Other Adjustments. Upon written authorization by CATG and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to CATG for the purpose of reimbursing the IHS for services or equipment provided to CATG, to assist CATG in carrying out the terms of the Compact and this Agreement.

(g) General Procedures for Amending or Modifying this Agreement. Amendments or modification proposed by CATG shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under article V, section 21 of the Compact, or as provided above in paragraphs (b)-(e) of this section, a request to amend or modify this Agreement submitted by CATG shall be processed in accordance with sections 507(b)-(d) of Title V, and all provisions of those identified sub-sections are incorporated herein for this purpose.

SECTION 13 - THIRD PARTY RECOVERIES. Any funds recovered by the CATG through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by the CATG, or for such services previously provided by the IHS in a PSFA now operated by the CATG, shall be the property of the CATG and shall be considered program income to be utilized by the CATG as provided in Article III, section 7 of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, section 7 of the ATHC.

SECTION 14 - MEMORANDUM OF AGREEMENT WITH MEMBER VILLAGES. Funds provided under this Funding Agreement may be allocated to and expended by a Village which is a party to this Agreement in accordance with the terms of the Compact, this Agreement and a Memorandum of Agreement ("MOA") approved by CATG and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by CATG. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the Alaska Area Native Health Service Director. CATG shall be responsible for assuring compliance by the Village with the Compact, this Agreement and the MOA. In accord with IHS Contract Support Cost policy, the eligible CSC costs of the tribal sub-awardee may also be included in the CSC requirement of CATG when CATG chooses to utilize sub-awards via an MOA or other instrument, with tribes or tribal organizations.

SECTION 15 - SERVICES TO NON-BENEFICIARIES. Services may be provided to non-beneficiaries (*i.e.,* persons who are not Alaska Native or Indians) on a fee-for-service basis in accordance with and subject to the provisions of Section 813 of the

Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), and the resolution of CATG. CATG's resolution No. 10-22 authorizing the provision of such services is attached to this FA as Appendix F and is fully incorporated herein.

SECTION 16 - INTELLECTUAL PROPERTY. IHS, through contracts, grants, subgrants, license agreements, or other agreements, may have acquired rights or entered into license agreements directed to copyrighted material. CATG may use reproduce, publish, or allow others to use, reproduce, or publish such materials only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to CATG. CATG's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

SECTION 17 - MEMORIALIZING DISPUTES. The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at the CATG's option, may be set forth in Addendum 1 to this funding agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This Addendum shall not be considered a part of this funding agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. CATG does not waive any remedy the CATG may have under the law with regard to these issues and any others not listed herein.

SECTION 18 - SEVERABILITY.

(a) This Agreement shall not be considered invalid, void or voidable if any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

(b) Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

SECTION 19 - LICENSING AND FEES. In accordance with Section 124 of the IHCIA, as amended at 25 U.S.C. 1616q, employees of the CATG health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

SECTION 20 - LICENSURE. Licensed CATG health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

SECTION 21 - PURCHASE OF HEALTH CARE COVERAGE. CATG may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

SECTION 22 – MEDICARE/MEDICAID AND OTHER THIRD PARTY COLLECTIONS.

(a) Medicare & Medicaid. CATG has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. CATG is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third-party payers for services provided under this Agreement in accordance with Section 401 of the IHCIA, as amended by P.L. 111-148, 25 U.S.C. § 1641 (previously Section 405 of such Act, as amended by P.L. 106-417) and Section 206 of such Act, 25 U.S.C. § 1621e, as amended.

(b) Recovery Right. CATG has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

SECTION 23 – FEDERAL INSURANCE. IHS will assist CATG to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which CATG may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

SECTION 24 – ENVIRONMENTAL AND CULTURAL RESOURCES. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless CATG has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix I. Where CATG plans to undertake an action, as described in Appendix I, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and CATG has not assumed these responsibilities, CATG will provide the IHS with a Project Summary Document (see Appendix G) and a completed Environmental Information and Documentation Form (see Appendix H) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by CATG until the IHS completes its compliance responsibilities and so advises CATG with a Determination Document. Pending resource availability, the IHS is

available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

SECTION 25 – EFFECTIVE DATE AND DURATION. This Funding Agreement became effective on October 1, 2022, and will remain in effect through the 2025 federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 of the Compact.

COUNCIL OF ATHABASCAN TRIBAL GOVERNMENTS
on Behalf of Itself and Certain Alaska Native Tribes identified in Attachment I to signature page of the Alaska Tribal Health Compact

By: _____
Rhonda Pitka, Chair

Date: 11/23/2022

UNITED STATES OF AMERICA, SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: Evangelyn L. Dotomain -S Digitally signed by Evangelyn L. Dotomain -S Date: 2023.02.21 09:21:36 -09'00'
Alaska Area Director, Indian Health Service

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO COUNCIL OF ATHABASCAN TRIBAL GOVERNMENTS FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Council of Athabascan Tribal Governments under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Council of Athabascan Tribal Governments's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Council of Athabascan Tribal Governments to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Council of Athabascan Tribal Governments or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting ,, Personal Property, and FOIA Coordination	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker’s compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: Evangelyn L. Dotomain -S Digitally signed by Evangelyn L. Dotomain -S Date: 2021.03.12 12:55:37 -09'00'

Director
Alaska Area Native Health Service, IHS

Date: 3/12/2021

Council of Athabascan Tribal Governments on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A to the Compact.

By: _____

Kevin Theonnes, Executive Director
Council of Athabascan Tribal Governments

Date: July 29,2020

Appendix E
Buyback/Withhold Agreement
between
the Indian Health Service
and
Council of Athabascan Tribal Governments

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Council of Athabascan Tribal Governments (hereinafter "CATG") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), CATG has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by CATG on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to CATG shall be determined under section 2 below. CATG's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. CATG may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, CATG may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by CATG.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to CATG.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services CATG proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent CATG from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by CATG and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by CATG.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to CATG under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing

services to CATG.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of CATG. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by CATG and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. CATG assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by CATG shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of CATG.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by CATG under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The CATG is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of

Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Boardand/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. CATG agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged CATG for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to CATG of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by CATG authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services CATG proposes to purchase from the IHS. In such case, no monthly payments are due from CATG . Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to CATG and adjustments in the amount of withhold or payments needed to pay for all services CATG has purchased, or proposes to purchase, will be made to the IHS by CATG. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount CATG hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount CATG hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to CATG of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from CATG for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to CATG due to Congress authorizing continuing resolutions or other delays in making lump sum payments to CATG.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to CATG within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and CATG will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to CATG, any over recovery by the IHS must be returned to CATG and within 30 days after the final end-of-year

reconciliation is due any under recovery must be paid by CATG.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from CATG.

3.4 Use of Other Funds Due CATG to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to CATG, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of CATG's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to CATG under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by CATG under this Agreement in a manner agreeable to CATG and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, CATG may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. CATG shall have the option of resolving the dispute in accordance with Article

II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5(d) of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 1/8/09

Council of Athabascan Tribal Governments on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: Larry A. Nathaniel
Larry A. Nathaniel, Chairman

Date: 10-15-08

APPENDIX C
COUNCIL OF ATHABASCAN TRIBAL GOVERNMENTS
TRIBAL FACILITIES

FISCAL YEARS 2023-2025

CATG provides health services at the following facilities:

- Arctic Village Clinic, Arctic Village, Alaska
- Beaver Village Clinic, Beaver Village, Alaska
- Venetie Village Clinic, Venetie, Alaska
- Yukon Flats Health Center, Fort Yukon, Alaska
- Addie Shewfelt Building, Fort Yukon, Alaska

APPENDIX D
Council of Athabascan Tribal Governments
Information Services List

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation (including HIPAA compliant modifications and support, i.e., technical support to meet the transaction and code set standards).			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	

Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to Cosigner**	**Indirectly to Cosigner through ANTHC**
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (200) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

Council of Athabascan Tribal Governments

P.O. Box 33 Fort Yukon, Alaska 99740
(907) 662-2587 Fax # 662-3333

Council of Athabascan Tribal Governments

RESOLUTION NUMBER 10-22

WHEREAS, the Council of Athabascan Tribal Governments (CATG) is a tribal organization that is a Co-Signer of the Alaska Tribal Health Compact (ATHC) and has negotiated a Funding Agreement (FA) with the Indian Health Service (IHS) under Title V of the Self-Determination Education and Assistance Act (ISDEAA); and

WHEREAS, the ATHC authorizes Co-Signers to provide services to non-eligible individuals provided Section 813 of the Indian Health Care Improvement Act (IHCIA) is complied with (*See* ATHC Article III, Section 4), and Section 813, as amended at 25 U.S.C. § 1680c(c)(2), provides that a tribe or tribal organization which operates a health facility under an ISDEAA agreement may make its own determination whether to provide health services to persons not otherwise eligible (i.e. non-beneficiaries) to receive IHS-funded health services; and

WHEREAS, CATG is authorized to determine whether it will provide health services under its IHS-funded programs to persons who are not eligible beneficiaries under federal law, provided that CATG gives consideration to whether the provision of such services will result in a denial or diminution of health services to eligible beneficiaries; and

WHEREAS, CATG has determined that the provision of health services on a fee-for-service basis to non-beneficiaries, in an amount not less than the actual costs of providing such services, will not result in a denial or diminution of health services to beneficiaries; and

NOW THEREFORE, BE IT RESOLVED, that CATG has decided to extend all available health services under the ATHC and its FAs to non-beneficiaries on a fee-for-service basis; and

BE IT FURTHER RESOLVED, that whenever significant evidence is presented to CATG that services to non-eligible, non-beneficiaries have resulted in a denial or diminution of health services to beneficiaries, CATG may suspend the delivery of such services to non-beneficiaries.

DATED this 14 day of Decemba, 2010.

ATTEST:

Margaret L. John — Date: 12-14-10
Title: Chairman, Chief, Circle Village Council

Raymond Tritt — Date: 12-14-10
Title: Chief, Arctic Village Council

Delina Rotman — Date: 12-14-10
Title: Chief, Beaver Village Council

Eddie James Sr — Date: 12/14/10
Title: Chief, Birch Creek Tribal Council

John S. Jonas — Date: 12/14/10
Title: Chief, Canyon Village Traditional Council

[signature] — Date: 12-14-10
Title: Chief, Chalkyitsik Village Council

Michael L Peter — Date: 12/14/10
Title: Chief, Gwitchaa Gwitchin Tribal Government

_____ — Date: _____
Title: Chief, Rampart Village Council

Marshall A. Simon — Date: 12-14-10
Title: Chief, Stevens Village Council

_____ — Date: _____
Title: Chief, Venetie Village Council

December 14, 2010

CERTIFICATION

The above Resolution was passed at a regular meeting of the Council of Athabascan Tribal Governments Board held December 14, 2010 at Fort Yukon, Alaska which a quorum was present. 9 FOR, 0 AGAINST, 0 ABSTAIN.

Selina Petruska
Selina Petruska
CATG Board President

Attest: _____
Linda M. Wells
CATG Executive Secretary

APPENDIX G

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
cility Priority Number] (use for multiple PSD submittals to prioritize your projects)
te]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

APPENDIX H

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No
18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.
23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.
26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.
29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Title	Date	Environmental Coordinator	Date

APPENDIX I

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

APPENDIX I – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by CATG, CATG shall submit a proposal package that includes a completed Project Summary Document (See Appendix G) and Environmental Information and Documentation Form (See Appendix H) to the IHS. Coordination time between CATG and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between CATG, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow CATG and IHS to resolve them early.

Indian Health Service

National Environmental Policy Act; Categorical Exclusions

AGENCY: Indian Health Service (IHS), HHS.

ACTION: List of IHS program actions that are categorically excluded from the requirement to conduct further evaluation under the National Environmental Policy Act (NEPA).

SUMMARY: This notice provides a list of classes of IHS actions that normally do not have a significant impact on the environment and, therefore, do not require environmental impact statements (EIS) or environmental assessments (EA) under Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508) or Department of Health and Human Services (HHS) procedures (HHS General Administration Manual Part 30). All actions involving construction are reviewed to determine if extraordinary or exceptional circumstances exist that prevent the action from meeting the criteria established for this listing.

EFFECTIVE DATE: January 6, 1993.

FOR FURTHER INFORMATION CONTACT: Director, Division of Environmental Health (DEH), Office of Environmental Health and Engineering (OEHE), IHS, Public Health Service (PHS), HHS, room 5A–39, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857; or telephone (301) 443–1043.

SUPPLEMENTARY INFORMATION: Regulations of the CEQ at 40 CFR parts 1500–1508 require Federal agencies to adopt procedures to supplement and implement their regulations. The HHS, by giving notice in the Federal Register (45 FR 76519), has adopted such procedures and included them in the HHS General Administration Manual Part 30. The CEQ approved the HHS procedures on October 2, 1980. Paragraphs 1507.3 and 1508.4 of the CEQ regulations provide for the definition of categories of actions that do not individually or cumulatively have a significant effect on the human environment and therefore, do not require the preparation of an EIS or an EA. Paragraph 30–20–40 of the HHS General Administration Manual establishes categories of exclusion for Departmental actions and provides for the listing of actions by Operating Divisions within the Department. The IHS, as an agency of the PHS, hereby gives notice of its listing of actions which normally can be categorically excluded from further environmental review.

If a proposed action belongs to an excluded category but one or more extraordinary or exceptional circumstances (as defined in Part K) apply, then an EA must be prepared for the purpose of determining whether an EIS is warranted.

The IHS provides comprehensive health care services to more than 1 million American Indians and Alaska Natives. The goal of the IHS program is to raise the health status of American Indians and Alaska Natives to the highest level possible. In carrying out this goal, the program has three main objectives: (1) To deliver the highest quality health services possible; (2) to assist tribes and native corporations to develop their capacity to manage health programs; and (3) to serve as an advocate for American Indians and Alaska Natives in health related matters.

The IHS program is carried out through a health services delivery system, designed to provide a broad mix of preventive, curative, rehabilitative, and environmental services. The type of health services delivery system

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 60 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects as categorically excluded.

Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are untaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 85 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

investigation, diagnosis, consultation, counseling) in health programs.

F. Management and Administrative Support

Routine management and administrative support actions.

G. Training, Education, and Manpower Development

The award of training grants, scholarships, and the provision of other types of training and educational assistance are excluded. These actions include:

1. Support for development of professional and paraprofessional health competencies;
2. Support for development of American Indian and Alaskan Native health management capabilities;
3. Support for development of tribal and community capabilities in the areas of environmental improvement, disease reduction, injury control, and operation and maintenance of sanitation facilities;
4. Support for training and education of IHS personnel necessary for the efficient accomplishment of the IHS program; and
5. Educational activities including development of disease prevention and treatment and presentation of such material to American Indian and Alaskan Natives.

H. Statistics, Data Processing, and Information Gathering

Actions associated with statistics and information collection and dissemination are excluded. These actions typically involve:

1. Collection of demographic or morbidity data and analysis for program management and budget justification purposes;
2. Epidemiologic studies;
3. Environmental surveillance activities (e.g., sample collection, analysis, and monitoring of air, food, water, and wastewater) to determine quality as a basis for ensuring necessary corrective action;
4. Engineering studies and investigations including soil boring and test well drilling to gather data for the purpose of determining engineering feasibility and to permit facility design;
5. Updating existing data bases and data processing;
6. Printing and distributing reports; and
7. Developing new/redesignating existing data systems to meet specific program needs.

I. Indian Health Service Owned and Leased Facilities

Actions related to the IHS owned and leased facilities, or actions funded by IHS at tribally owned (or leased) and managed facilities as listed below, are excluded:

1. Maintenance and day-to-day operation of the physical plant and repairs to plant and equipment, or replacement-in-kind of utilities and building components;
2. Acquisition of equipment, provided all requirements for permits, registrations, and licenses are met, and provided the equipment involves use of generally accepted technology;
3. Building alteration or renovation that does not substantially change the function or general appearance of existing buildings;
4. Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction:
   (a) Is at the site of an existing health care facility and the facility capacity is not substantially increased,
   (b) Is for buildings of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or
   (c) Is for projects other than buildings when less than five acres of surface land area are involved at a new site;
5. Facility planning and design including funding of such activities;
6. Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which:
   (a) The intended use of the space is consistent with the functional design of the building, and
   (b) The acquisition is consistent with an applicable master plan, if such plan exists;
7. The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action:
   (a) Is consistent with any applicable master plan, if such a plan exists,
   (b) Conforms to local zoning and land use ordinances, if such ordinances exist,
   (c) Is consistent with the functional design of the facility,
   (d) Would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and
   (e) Satisfies the requirements of applicable comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 120 (h) provisions.

J. Construction of Sanitation Facilities

Actions associated with construction of sanitation facilities to serve Indian homes and communities, except that the following actions are not excluded:

(1) Construction of a sanitary landfill at a new solid waste disposal site, and

(2) Construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters.

K. Extraordinary or Exceptional Circumstances

Under extraordinary circumstances, the normally excluded actions described above may have a significant environmental effect; such actions are not categorically excluded. Actions that can be characterized by, or may cause any of, the conditions described below are examples of actions that are not categorically excluded:

1. Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;
2. Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;
3. Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;
4. Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
5. Those which have adverse effects on unique geographic characteristics (e.g., historic, archeological, or cultural resources, park recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones or ecological or critical areas including those listed on the Department of Interiors National Register of National Landmarks);
6. Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
7. Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
8. Those which have adverse effects on species listed by the Federal Government as endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
9. Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 29, 1992.

Michel E. Lincoln,

Deputy Director.

[FR Doc. 93-173 Filed 1-5-93; 8:45 am]

BILLING CODE 4160-16-M

ADDENDUM 1

COUNCIL OF ATHABASCAN TRIBAL GOVERNMENTS
MEMORIALIZATION OF MATTERS REMAINING IN DISPUTE

(1) CATG does not agree with the IHS' position that Area Office tribal shares are not available for inclusion in FY 2008 AFA because of Section 325, P.L. 105-83. CATG believes it has the right to include such tribal shares in its FY 2008 annual funding agreement notwithstanding Section 325. CATG reserves any remedies it may have under law.

Funding Agreement
Between
Certain Alaska Native Tribes
Served by the
Eastern Aleutian Tribes, Inc.
and the
Secretary of the Department of Health & Human Services
Of the
United States of America
Fiscal Years 2023-2025

This Funding Agreement is entered into by and between certain Alaska Native Tribes served by Eastern Aleutian Tribes, Inc., and the Secretary of the Department of Health and Human Services of the United States of America. These Tribes have authorized Eastern Aleutian Tribes, Inc. to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 - Obligations of the Indian Health Service.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act (IHCIA), the Indian Self-Determination and Education Assistance Act (the Act), and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between Eastern Aleutian Tribes, Inc. (EAT) and certain other Co-Signers thereof and the United States in Fiscal Years 2023-2025.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Co-Signer, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by IHS.

Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and EAT will not be denied access to, or services from, Headquarters. Specifically, EAT will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to EAT. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files, and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve EAT's technical issue, OIT's support of EAT will include technical support needed on-site by EAT. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, Convert Site Data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska Connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization			X

1 All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
Algorithm) Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-site Training Instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installation)			X
National Patient File (2000) Conversion			X
Envoy (WebMD) Installation			X
Additional Services – Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, Co-Signer shall have access to training, continuing education, and technical assistance in the manner and to the same extent Co-Signer would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. EAT may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to EAT. EAT's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.2 Historical PSFAs. EAT, which is part of the Anchorage Service Unit, has historically received certain PSFAs from ANMC and the AANHS. Responsibility for these PSFAs has been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, EAT attached to its FY 2000 Funding Agreement Addendum 1 entitled "Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from EAT's FY 1999 Funding Agreement. The addendum was attached to the FY 2000 Funding Agreement only for the purpose of identifying historical levels of PSFAs received by EAT from ANMC and AANHS, and is specifically not made a part of this Funding Agreement.

1.3 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established

by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

1.4 Access to Federal Insurance. IHS will assist EAT to obtain information about the coverage, rights, and benefits available for its employees under chapters 87 and 89 of Title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available), and the procedures by which EAT may exercise its rights under Section 409 of the IHCIA to have access to such Federal insurance for its employees.

Section 2 – Obligations of the Co-Signer. This Funding Agreement obligates EAT to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this Funding Agreement and other funds as they may become available to EAT. This Funding Agreement further authorizes EAT to consolidate and redesign PSFAs as provided in the Act, and the Compact.

Section 3 - Tribal Programs and Budget. EAT agrees to administer, provide, and be responsible for the health care PSFAs identified below in accordance with the Compact and this Funding Agreement. EAT is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services. For the purposes of this Funding Agreement, EAT's General Budget Categories consolidate related health PSFAs, as follows, and are provided subject to the availability of funds and under the direction of the Board of Directors, which provides policy, administrative, and executive direction. EAT provides and facilitates a wide range of services directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-Signers, including through field clinics, referral to ANMC, and other arrangements with Tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of EAT at EAT's direction. EAT may deliver health services in a variety of settings, including, but not limited to, clinics, homes, schools, and other community settings. EAT may also provide other PSFAs to meet the objectives of Section 3 of the IHCIA.

3.1 Health Care Services. EAT is committed to quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions required in the delivery of health care services.

Both directly and through services provided by itinerant providers, provides comprehensive medical, behavioral health, oral health, optometry, physical therapy, and emergency health care through village-based clinics, home visits, and other care settings, serving all communities within the Aleutians East Borough and Adak. EAT integrates traditional, complementary, alternative, and restorative approaches to the basic primary care service delivery program, as well as, promoting healthy communities through economic development and social well-being. These programs deliver services that promote the well-being of residents of the Eastern Aleutian Region and Adak. Services include, but are not limited to, pediatrics, obstetrics and gynecology, anesthesia, internal medicine, family medicine, surgery, radiology, (including

focused assessment with sonography in trauma (FAST) and mammography), orthopedics, dermatology, ophthalmology, urology, cardiology, rheumatology, cancer screening, audiology, case management, pharmacy, digital retinopathy screening, and diabetes prevention, education, and treatment, optometry, and physical therapy. Traditional health care services will be provided in accordance with 25 USC § 1680u.

3.1.1.1 Community Health Aide Program (CHA/P): Provides Community Health Aide/Practitioner, dental health aide, and Behavioral Health Aide/Practitioner services under the *Standards and Procedures* of the IHS Community Health Aide Program Certification Board; such services include, but are not limited to, a system of support, supervision, , quality assurance, orientation, continuing education, and training.

3.1.1.2 Emergency Medical Services (EMS) Support Program: Provides services to lower the incidence of death and disability; provides various levels of EMS training, ambulance, and other services; facilitates development of emergency response infrastructure; enhances coordination and planning for disaster response and emergency preparedness; and after-hour nursing phone triage services. This program also works with communities to build emergency response teams.

3.1.1.3 Oral Health Program: Provides services to raise dental health and lower the incidence of dental disease through diagnosis and treatment of dental problems. Dental services also include dental hygienist services.

3.1.1.4 Outreach Services: Provides village-based services to determine health needs, improve health knowledge, and promote healthy lifestyles and practices; provides advocacy services; networks with other providers; provides support, training, and administrative services.

3.1.1.5 Home Care and Community-Based Care: Through a combination of western methods and traditional modalities, home care and other community-based services, provides assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to individuals who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and community-based services also provides palliative and other end of life services, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities and engages in planning and development of additional services. EAT provides the services described above and other home- and community-based care, long term care, hospice, and assisted living services in accordance with Section 205 of the IHCIA, as amended, 25 U.S.C. § 1621d.

3.1.1.6 Distance Education and Telehealth Services: EAT provides distance education and telehealth services in support of all of its programs. These include, but are not limited to, a wide range of telehealth activities as part of clinical services, including its medical, dental, pharmacy, radiology, behavioral health, physical therapy, home-based care, community/beneficiary wellness and restorative education, outreach, and support. They also include a distance learning network including health career training, health aide training,

continuing medical education, clinic support staff training, and health careers recruitment activities. EAT supplies both equipment and technical support, as needed.

3.1.1.7 Immunization Services. EAT provides immunization services in accordance with federal, state and local requirements.

3.1.1.8 Patient Transportation: Provides patient and staff transportation, including arranging for and providing transportation, using various types of transportation vehicles, on land, water, and air; and escorts in accordance with Section 213(a) of IHCIA, as amended.

3.1.2 Behavioral Health Services: This service integrates mental health and alcohol/substance abuse programs. These services are provided in all communities EAT serves. EAT integrates most of its behavioral services into comprehensive primary care programs and harm reduction activities. Some specialized behavioral services are also provided, including, but not limited to, psychiatry and psychology.

3.1.2.1 Alcohol and Substance Abuse Program: Provides services to promote wellness and to address substance abuse and associated problems, including the use of nicotine. Services may include, but are not limited to prevention/education, outreach, referrals, outpatient treatment, medication assisted treatment, detoxification, assistance with in-patient treatment, travel to treatment, continuing development of local aftercare support services and community capacity, training of local behavioral health aides, school-based and community sobriety education and outreach, support, activities, events, training, and life skills training.

3.1.2.2 Mental Health Programs: Provides individual and family mental health services and training of local behavioral health aides. This program includes school-based mental health services, life skills training, crisis counseling, tribal youth support and restorative circle counseling/support, and provides for community safe lodging. Mental health programs also provide professional, technical, and supportive services in the prevention and treatment of child physical abuse, sexual abuse, and neglect.

3.1.2.3 Other Behavioral Health Services: Provides village-based culturally appropriate approaches to addressing at risk behaviors, substance abuse, and family violence issues in the community. This program involves intervention with at-risk and court-involved community, family, and youth including, but not limited to: promoting and providing support and training for leadership skills, healthy lifestyles, youth alternative activities, cultural pride and activities, restorative practices, counseling, circles, and enhancement of self-confidence and self-esteem efforts. Community safety and violence prevention services, including participation in the community Sexual Assault Response Team and delivery of related prevention and treatment services, family violence services, spirit camps, wellness conferences, and other gatherings.

3.1.2.4 Housing. EAT provides temporary housing for EAT clients and their families or escorts to facilitate access to care, including supportive housing for individuals

with behavioral health issues. EAT may provide the full range of health services at these locations.

3.1.3 Health Services Training: EAT provides health services training (including clinical preceptorships, mentoring, shadowing, training, and supervision of health care providers) through offering sites for medical residents and other individuals obtaining training in the health professions, including behavioral and dental professions.

3.2 Purchased/Referred Care: Subject to funding limitations, purchases services on a contractual or open-market basis, not otherwise available or accessible to eligible beneficiaries, and maintains a referral system from the village or field location to/from EAT health facilities to other health providers.

3.3 Tribal Health Management and Administration Services: Provides direction, program and staff supervision; organizational and program planning and evaluation, administrative support (including information technology, tele-medicine, and tele-communications support, and video distance delivery support); financial management services; planning and implementation of an Electronic Health Records system; human resources; corporate compliance needs; and technical assistance to the medical care, behavioral health, wellness, cultural, and youth programs operated by EAT. Grant writing and resource development projects to support EAT's mission.

3.3.1 Housing: EAT may provide permanent or temporary housing to patients and/or staff of EAT whose duties are in support of the PSFAs in this FA. For purposes of this subsection, the following terms have particular definitions: The term "provide" means either for a rental charge or gratis as a part of a treatment regime or employment benefit. The term "staff" means full or part time employees, personal service contractors, or non-EAT employee consultants or sub-contractors.

3.3.2 Facility Management and Planning: EAT provides procurement, materiel management, facilities management, planning, development and coordination of design, engineering, management, and general contracting for construction, demolition, and clean-up, maintenance, and operation of all facilities and properties used by EAT under this Funding Agreement, including facilities owned and leased by EAT.

3.4 Tribal Program Support and Development. This program provides health care and health care management technical assistance to other tribes and tribal organizations; this includes but is not limited to: inside and outside EAT's service area and to other federally-funded health care programs;

3.4.1 Village Restorative Practices and Tribal Court Support including, but not limited to, intervention with at-risk and court-involved community, family, and youth, with traditional restorative practices, intervention, cultural alternative activities, counseling, and circle counseling/mediation;

3.4.2 Training and Health Careers including, but not limited to, health career support, placement, recruitment, on-the-job and continuing health care providers health related training, and scholarship promotion;

3.4.3 Well Community Support including, but not limited to, cultural camp activities, youth alternative programming, fitness programs, nutrition, and dietary programs; health education and nutrition provide services to inform, educate, and motivate residents to adopt healthy lifestyles, including, but not limited to, Fetal Alcohol Syndrome/Fetal Alcohol Effect (FAS/FAE) prevention and treatment; nutrition services for women, young children, and infants, such as providing supplemental foods; and nutrition education, counseling and other services for women, young children, infants, elders, and others who are at nutritional risk.

3.4.4 Wellness Public Relations including, but not limited to, wellness media and outreach, nicotine cessation advertising/media, health and disease prevention events and promotion, and cultural pride promotion.

3.5 Tribal Wellness Program. These programs promote wellness through health and wellness education, outreach, liaison activities, training, cultural, and other activities.

3.6 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,[2] EAT carries out public health, epidemiology, and health research functions. These activities include, but are not limited to, collecting and receiving personally identifiable health information for the purpose of:

3.6.1 preventing or controlling disease, injury, or disability;

3.6.2 reporting disease, injury, and vital events such as birth and death; and

3.6.3 conducting public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.7 Other Programs/Services Funded. This funding agreement includes PSFAs resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services, and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.8 Non-IHS Funding. EAT will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Sections 5 [Reallocation], 6 [Merging with Other Programs], and 7

2 The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

[Program Income] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.9 Federal Tort Claims Act. The Federal Tort Claims Act applies to EAT's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage, Insurance] of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180–900.210.

3.10 Tribal Facilities and Locations. EAT operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix E, which will be submitted prior to the effective date of this Funding Agreement, and will be incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and IHS December 19, 1996.

3.11 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111–148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, EAT shall be the payer of last resort.

Section 4 – Amounts Available During the Term of the Funding Agreement.

4.1 The following amounts shall be available to EAT in Fiscal Years 2023-2025 pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[3]

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds.[4]	$ 3,071,475
Non-Recurring Funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[5]	$ 1,910,466

3 A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, the replacement Appendix A will be negotiated between IHS and EAT for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

4 A breakout of these funds is shown in Appendix A, which shall be appended to this Funding Agreement and incorporated by reference.

5 These non-recurring funds represent contract support costs for which funds are available at the beginning of the fiscal year.

	Annual Funding
Subtotal: This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreement].	$ 4,981,941
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement.[6]	$ 188,880
Headquarters - Tribal Share: "Tribal Size Adjustment Pool" including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$ 130,736
Headquarters - Tribal Share: "Program Formula Pool" including all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	$0
ISD Support on Tribal Shares identified above including funding from both Headquarters and Area Office as identified in Appendix A.[8]	
Subtotal - Tribal Shares[9]	$ 319,616
TOTAL COMPACT FUNDING[10]	$ 5,301,557

These amounts are subject to additions for reimbursements and for new funds received during the term of this Funding Agreement, including amounts that have historically been distributed as non-recurring funds under Title I of the Act. Any amounts remaining unspent under Contract No. 243-96-6023, and previous Funding Agreements, after adjustment and reconciliation of the withheld amounts for supplies and services, as of the last day of the fiscal year, shall be included in this Funding Agreement.

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6 Funds from Area were distributed according to methodology agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A. In addition to the Funding amount, prior to the effective date of Section 325 of P.L. 105-83, EAT restricted Area tribal shares in an amount identified as "Subtotal Area TS Amount" in the "EAT Restricted" column on Page 1 of Appendix A. Also see Addendum 2, Item A, regarding these funds.

7 Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the Funding amount, EAT is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "EAT Restricted" column on Page 1 of Appendix A.

8 To be determined. The amount of ISD support on tribal shares will be calculated under Section 4.2 [Contract Support Costs] of this Funding Agreement.

9 The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability have not been determined. This amount may be adjusted to make available all tribal shares for which EAT is eligible.

10 For the reasons noted regarding the amounts that make up this total and because full funding amounts for under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $0 are for Equipment Replacement; the Equipment Replacement amount paid as a part of the lump sum due EAT was determined by multiplying the FY 2022 Equipment Replacement amount paid to EAT by 90%. The final Equipment amount paid in FY 2023 will be based on the final FY 2023 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2023 Equipment Replacement allocation, is less than the 90% calculation, EAT will return the difference to IHS. *See also* Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes $58,292 that EAT received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustment Due to Congressional Actions," as described in Section 6 as well as any conditions on those funds that may be described in the FY 2023-2025 Interior Appropriations Acts (Acts) or Congressional Reports. After the Acts are passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring EAT's signature as described in Section 12 [Amendment or Modification of this Funding Agreement] of this Funding Agreement.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to EAT's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add EAT's diabetes grants and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to EAT as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. EAT will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. EAT will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the FY covered by this agreement, which represents the parties' estimate of EAT's full CSC requirement pursuant to 25 U.S.C. § 5325, is $2,081,971, including $191,558 for direct CSC and $1,890,413 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and EAT's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three year (FY 1998–FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001–FY 2002). IHS and EAT have subsequently agreed to additional extensions through FY 2025. IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA Amounts[11]	FY 97	FY 2025
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede PSFAs, as provided in Section 12.3 [Due to Addition of New Programs].[12] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. EAT also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs, and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of This Funding Agreement] of this Funding Agreement shall be paid to EAT, in accordance with Article II, Section 4 (a) of the Compact [Payment Schedule]; payment to EAT to be made as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer.

11 Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

12 This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

5.2 Availability of Tribal Shares. EAT will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

Section 5.2.1 – Utilization of IHS Recruitment Website

5.2.1.1 Beginning in FY 2018, EAT agrees to retrocede 50% of its tribal shares for line item 124 to the Indian Health Service in exchange for EAT being able to fully access and utilize the recruitment website www.IHS.gov/jobs.

5.2.1.2 EAT understands and agrees that access to and use of the website is conditioned upon the following:

5.2.1.2.1 EAT must meet the Information Technology (IT) security requirements for all users of the IHS IT systems before access to the system will be authorized.

5.2.1.2.2 A single point of contact for EAT will be responsible for posting health professions vacancies. EAT's human resources department or a specified designee will post health care professional jobs using the www.IHS.gov/jobs job announcement templates (health professions postings only).

5.2.1.2.3 EAT will need to assure the accuracy of its health care professional vacancy posts by reviewing postings at least quarterly and updating or removing outdated job postings.

5.2.1.2.4 This agreement is only for health care professional jobs postings on www.IHS.gov/jobs and does not authorize posting on external job boards.

5.3 Buyback/Withholding.[13] EAT may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from IHS] of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to EAT are set forth in the Buyback/Withhold Agreement between IHS and EAT, which is attached as Appendix D to this Funding Agreement and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2023 shall be .285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of IHS or any Co-Signer, such Buyback Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to EAT under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of EAT by check or wire transfer.

13 EAT does not currently carry out any of its programs under this subsection.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to EAT in this Funding Agreement shall be adjusted as necessary, after EAT has been notified of such pending action and subject to any rights which EAT may have under this Funding Agreement, the Compact, or the law.

6.2 Due to Contracting or Compacting by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or Funding Agreement pursuant to the Act, adjustment to funding amounts and responsibilities of EAT under this Funding Agreement will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Sections 506(d)(1) of Title V, records acquired, generated, or maintained by EAT shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that

7.1.1 patient medical records, financial records, and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

7.1.2 pursuant to Section 105(o) of Title I, the medical records generated by EAT shall, at the option of EAT, be stored with the National Archives and Records Administration, and EAT shall have access to such records.

7.2 Confidentiality Standards. EAT will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 C.F.R. Parts 160, 162 and 164. If a record is not subject to HIPAA, EAT will maintain the confidentiality of its records in accordance with policies and procedures adopted by the EAT Board of Directors, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 – Program Rules. EAT will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance with those program regulations, guidelines, and directives approved by the EAT Board of Directors. These will include the IHS CHAPCB *Standards and Procedures*. Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, EAT does not agree to be subject to any agency circular, policy, manual, guidance, or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements.

9.1 Leases. IHS must report on its federally lease facilities. EAT agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where EAT has bought back services from IHS. IHS will annually, or upon renegotiation, provide to EAT a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to EAT. In administering these leases, IHS will work with EAT to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless EAT has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix G. Where EAT plans to undertake an action, as described in Appendix G, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and EAT has not assumed these responsibilities, EAT will provide IHS with a Project Summary Document (see Appendix F-4) and a completed Environmental Information and Documentation Form (see Appendix F-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by EAT until IHS completes its compliance responsibilities and so advises the EAT with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 10 – Retrocession and Discontinuance.

10.1 Retrocession. The retrocession provisions of Section 506(f) of the Act, are herein adopted, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided as follows: Retrocession may be effective with less than one year's notice, providing the Tribe or Village requesting retrocession, EAT, and IHS agree to an effective date of less than one year from the date of the retrocession request.

10.2 Discontinuance. EAT may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request, may be less than one year upon approval of all authorizing Tribes and IHS.

10.3 Withdrawal Procedures.

10.3.1 Process. Unless prohibited by law and in accordance with Section 506(g) of the Act, a tribe or tribal organization may fully or partially withdraw from a participating tribal organization its share of any program, function, service, or activity (or portions thereof)

included in the Compact or Funding Agreement, and such withdrawal shall become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on –

10.3.1.1 the earlier of
10.3.1.1.1 one year from the date of submission of such request; or
10.3.1.1.2 the date on which the Funding Agreement expires; or

10.3.1.2 such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian tribe or tribal organization.

Section 11 – Consolidation of Contracts and Previous Funding Agreements. The contracts listed below and all previous Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, activities, functions, services, materials, and facilities provided to the Tribes represented by EAT.

Title I, P.L. 93-638 Contract Number: 243-96-6023, as modified.

Section 12 – Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modification of this Funding Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through EAT as authorized by resolution; EAT; and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should EAT determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from EAT back to IHS and the pro-rata share of funding for that program, activity, function, or service shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses, including, but not limited to, Workers Compensation to any Co-Signer.

12.3 Due to Addition of New Programs. Should EAT determine that it wishes to provide a program, activity, function, or service of IHS not included in this Funding Agreement, EAT shall submit a proposal to IHS to provide such program, activity, function, or service. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, EAT may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS, the Alaska Area Office shall

prepare within 30 days an amendment to this Funding Agreement, and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. EAT shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursement, and new programs for which it would have been eligible had it been administered programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organization may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to EAT. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with EAT.

12.5 Other Adjustments. Upon written authorization by EAT and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to EAT for the purpose of reimbursing IHS for services or equipment provided to EAT, to assist EAT in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by EAT shall be submitted in writing to IHS, Alaska Area Director, with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraphs 12.4 [Due to Availability of Additional Funding], and 12.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by EAT shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of EAT shall only be required for issuing amendments for those funds which:

12.7.1.1 require a change to Section 3 [Tribal Programs and Budget];
12.7.1.2 require a specific commitment by EAT (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
12.7.1.3 reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Due to Congressional Actions].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;
12.7.2.2 Program/Area/HQ End-of-Year Distributions;

12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, EAT will return the unused amount to IHS CHEF account;

12.7.2.4 CHS Deferred Services;

12.7.2.5 Routine Maintenance & Improvement; or

12.7.2.6 Collections and reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to EAT after any such funds are added to the Funding Agreement. EAT retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13 – Third Party Recoveries. Any funds recovered by EAT through filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by EAT, or for such services previously provided by IHS in a PSFA now operated by EAT, shall be the property of EAT and shall be considered program income to be utilized by EAT as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the Compact.

Section 14 – Memorandum of Agreement with Member Villages. Funds provided under this Funding Agreement may be allocated to and expended by an Alaska Native Village (Village) which is a party to this Funding Agreement in accordance with the terms of the Compact, this Funding Agreement, and a Memorandum of Agreement (MOA) approved by EAT and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by EAT. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. EAT shall be responsible for assuring compliance by the Village with the Compact, this Funding Agreement, and the MOA.

Section 15 — Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" 25 U.S.C. 1680c(b)(1)(B). EAT Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2011-01. Resolution 2011-01 is attached as Appendix B and incorporated by reference herein. EAT may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 2011-01. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 16 – Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such

matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at EAT's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion, and resolution as appropriate. EAT does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 17 – Severability. This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 18 - Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), EAT exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

18.1. 25 U.S.C. § 5304(e) (definition of "Indian Tribe");

18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);

18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);

18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);

18.5. 25 U.S.C. § 5328(b) (conflicting provisions of law);

18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);

18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);

18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);

18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Effective Date and Duration. This Funding Agreement became effective on October 1, 2022, and will remain in effect through the 2025 Federal Fiscal Year or until subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of Department of Health and Human Services

Evangelyn L. g i i:1 ed byEvangelynL.
By: Dotoma1 ·nS Date: 2022.07.2618:17:08 -08:00-

Evangelyn Dotomain
Alaska Area Director
Indian Health Service

Date: _____

Eastern Aleutian Tribes, Inc. on behalf of Itself and Certain Alaska Native Tribes, Identified in Exhibit of the Compact

By: _____
Paul Mueller, CEO

Date: S-,_.,,_2._7_,_'Z._D_Z-_Z._

Appendix A

FY 2022 Financial Summary

Eastern Aleutians Tribes, Inc.

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2022

Tribal Share Summary Eastern Aleutians Tribes, Inc.	FY 2022 Negotiated Amount	EAT Restricted	Total Due EAT	Initial Lump Sum Payment
Area TS Amount	$197,065	$8,185	$188,880	$188,880
	0		0	0
Subtotal Area TS Amount	$197,065	$8,185	$188,880	$188,880
Headquarters TSA Amount	$149,201	$18,464	$130,736	$130,736
Headquarters Other Program Formula (OEHE)	$317	$317	$0	$0
Subtotal Headquarters TS amounts	$149,518	$18,781	$130,736	$130,736
Total Tribal Shares	$346,582	$26,966	$319,616	$319,616

Driving Variables Eastern Aleutians Tribes, Inc.	FY 2022
Population (2010 Census AN/AI population)	1010
Tribes (Federally Recognized Tribes)	7
Recurring Base - FY 2013 (less VBC)	$2,812,645
Percentage of Total Area TS (of all Alaska Tribes)	1.46202%
Percentage of ATHC (of all Title V Alaska Tribes)	1.48014%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Eastern Aleutians Tribes, Inc.	FY 2022
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Eastern Aleutians Tribes, Inc.

Line #	FY 2022 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	EAT AK Dist.	EAT Retained	EAT Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$173,982		$173,982
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$7,575	$7,575	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$2,879		$2,879
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$2,853	*$0*	$2,853
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$13,307	$7,575	$5,732
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$8,623		$8,623
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$609	$609	$0
23	Health Facilities/Main./ Spec. Prc	$1,368,036	$114,204		$1,216,669	$37,163	$543		$543
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$9,776	$609	$9,166
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$197,065	$8,185	$188,880

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space avai

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Eastern Aleutians Tribes, Inc.

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares EAT Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$2,048	$0	$2,048
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$166	$166	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$2,973	$0	$2,973
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$1,838	$0	$1,838
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$2,085	$0	$2,085
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$1,076	$0	$1,076
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$460	$0	$460
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$621	$0	$621
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$167	$0	$167
	118	Research Projects	x			$1,283,252			143,088	143,088	$2,118	$0	$2,118
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$44	$0	$44
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$3,033	$459	$2,574
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$136	$0	$136
	123	Physician Residency	x			$277,416			31,093	31,093	$460	$0	$460
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$3,413	$1,707	$1,707
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$5,095	$0	$5,095
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$40,895	$11,369	$29,526
	127	Evaluation	x			$1,063,992			119,272	119,272	$1,765	$0	$1,765
	128	National Indian Health Board	x			$459,114			51,111	51,111	$757	$0	$757
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$1,670	$0	$1,670
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$619	$0	$619
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$2,240	$0	$2,240
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$1,247	$0	$1,247
	133	Health Records	x			$136,277			12,043	12,043	$178	$0	$178
	134	AIDS Program	x			$422,971			78,823	78,823	$1,167	$0	$1,167
	135	Handicapped Children	x			$346,083			40,775	40,775	$604	$0	$604
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$13,705	$3,810	$9,895
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$1,705	$0	$1,705
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$4,449	$0	$4,449
	202	IHS Dental Program- Program formula		x		$5,268,414					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$2,579	$0	$2,579
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$1,038	$0	$1,038
	303	National Conference	x			$107,552			$11,990	11,990	$177	$0	$177
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$7,647	$0	$7,647
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$717	$0	$717

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Eastern Aleutians Tribes, Inc.

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares EAT Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$5,347	$0	$5,347
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$1,527	$0	$1,527
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$1,892	$0	$1,892
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$3,965	$0	$3,965
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$23,054	$0	$23,054
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$4,523	$954	$3,568
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,130,837				$197,905	$312	$312	$0
	2403	Facilities & Property Support		x		$24,305,205				$221,409	$5	$5	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$0	$0	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$149,201	$18,464	$130,736
TOTAL PROGRAM FORMULA AMOUNT						$47,471,900				$1,497,560	317	$317	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,594,258				$11,577,745	$149,518	$18,781	$130,736

Column 1 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - Direct Ops Dental from line 1302 is now here. No impact on TS.
Line 1301a - DIR Withheld was computed at 16.4% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Eastern Aleutians Tribes, Inc.** **58G950041**

Contract/Compact Period **October 1, 2021 through September 30, 2022**

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.014620239		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$2,191,772		$49,577	$74,775	$0	$2,316,124
2	Dental	$33,220		$3,063	$4,449	$0	$40,732
3	Mental Health	$12,488		$18,877	$3,795		$35,160
4	Alcohol & Substance Abuse	$291,245		$12,516	$8,364		$312,125
5	Public Health Nursing	$1,994		$1,792	$1,527		$5,313
6	Health Education	$642		$3,672	$1,892		$6,206
7	Community Health Representativ	$125,538		$1,353	$3,965		$130,856
8	Immunization (AK only)	$1,075		$5,089	$0	$0	$6,164
9	Direct Operations	$2,798		$62,525	$26,622		$91,945
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$2,660,772	$0	$158,464	$125,389	$0	$2,944,625
15	Purchased/Referred Care	$193,307		$21,250	$5,347		$219,904
16	Operational Cost for Tribal Clinic	$25,838				0	$25,838
17	Environmental Health Support	$0		$8,623			$8,623
18	Facilities Support	$0		$543			$543
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$0		$0		$0
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$20,053				$20,053
24	TOTAL, Facilities	$0	$20,053	$9,166	$0	$0	$29,219
25	Current year CSC Direct	$191,558					$191,558
26	Current year CSC Indirect		$1,890,413				$1,890,413
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$191,558	$1,890,413	$0	$0	$0	$2,081,971
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$3,071,475**	**$1,910,466**	**$188,880**	**$130,736**	**$0**	**$5,301,557**

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 16 dated 9/30/2021

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to ac
with Sec. 4 of the FA.

Eastern Aleutians Tribes, Inc.
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **No**

surcharge **0.285%** **(Yes or No)**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes**

0.285% **(Yes or No)**

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs		$0	$0	$0	$0	$0
VBC			$0	$0	$0	$0
Other			$0	$0	$0	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases			$0	$0	$0	$0
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other cos

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix B

Resolution No. 04-06

EASTERN ALEUTIAN TRIBES, INC.

Resolution No. 04 - 06

Health Services to Non-Beneficiaries

WHEREAS, the Eastern Aleutian Tribes, Inc. is a tribal consortium of federally recognized Alaska Native tribes situated in the Aleutians East Borough of the State of Alaska; and

WHEREAS, the Eastern Aleutian Tribes, Inc. has been controlled, sanctioned, and chartered by the governing bodies of the Alaska Native villages in the Aleutians East Borough to undertake all available opportunities under the Indian Self-Determination and Education Assistance Act, as amended, to promote Alaska Native control, management and operation of all health programs serving the people of the Borough, and such authorizations have been expressed in the form of resolutions on file with the Alaska Area Office of the Indian Health Service; and

WHEREAS, the Eastern Aleutian Tribes, Inc. based on the authorizations provided by the tribes of the Borough, is a "tribal organization" under Section 4(*l*) of the Indian Self-Determination and Education Assistance Act, as amended [25 U.S.C. § 450b(*l*)]; and

WHEREAS, the Eastern Aleutian Tribes, Inc. operates health programs and facilities under the terms and conditions of the Alaska Tribal Health Compact and annual funding agreement entered into with the Indian Health Service under Title V of the Indian Self-Determination and Education Assistance Act, as amended; and

WHEREAS, Section 813 of the Indian Health Care Improvement Act, as amended [25 U.S.C. § 1680c], authorizes health facilities operated by a tribal organization to provide services to non-beneficiaries, provided the governing body of the tribal organization authorizes such services, the provision of such services will not result in a denial or diminution of health services to eligible native beneficiaries; and there is no reasonable alternative to meet the health needs of such individuals; and

WHEREAS, the Eastern Aleutian Tribes, Inc. was formed to provide health care and to promote the health and well being of the people of the Eastern Aleutian region; and

WHEREAS, a significant part of the permanent population of the Aleutians East Borough and of the villages in which mental health services are offered are Alaska Native beneficiaries of Indian Health Service programs; and

WHEREAS, both the social structure of the Aleutians East Borough and its economy are inextricably intertwined with Alaska Natives, non-Native residents, transient workers, and fishermen; and

WHEREAS, the Eastern Aleutian Tribes, Inc. operates the only comprehensive health programs in the Aleutians East Borough and the only mental health programs in the villages in which mental health services are offered; and

WHEREAS, without health services provided by the Eastern Aleutian Tribes, Inc., people who are not Indian Health Service beneficiaries (hereafter "non-beneficiaries") would have to travel hundreds of miles by airplane to obtain health care, which is not a reasonable alternative in that it unreasonably increases the cost of such care, decreases the likelihood of necessary preventative health care being provided and diminishes the effectiveness of such care due to inadequate follow-up; and

WHEREAS, the Eastern Aleutian Tribes, Inc. has established billing procedures to ensure that non-beneficiaries are held liable for receipt of health services and has entered into agreements with the Aleutians East Borough for funding of programs and the State of Alaska to ensure payment by the State for services offered to indigent non-beneficiaries, as required by Section 813 of the Indian Health Care Improvement Act, as amended [25 U.S.C. § 1680c]; and

WHEREAS, funds generated as a result of serving non-beneficiaries enhance the services the Eastern Aleutian Tribes, Inc. is able to provide to Indian Health Service beneficiaries; and

WHEREAS, provision of health care services to non-beneficiaries produces revenue that assists the Eastern Aleutian Tribes, Inc. in providing the most economical and comprehensive health program for Indian Health Service beneficiaries; and

WHEREAS, some employees of the Eastern Aleutian Tribes, Inc. and their families are non-beneficiaries who reside in the region and occasionally require health services; and

WHEREAS, providing such health services to employees and their families, whether Indian Health Service beneficiaries or non-beneficiaries, provides revenue to the Eastern Aleutian Tribes, Inc. and increases the confidence of non-employee Indian Health Service beneficiary users by demonstrating that the employees trust in and rely on the quality of the health care programs offered by the Eastern Aleutian Tribes, Inc.; and

WHEREAS, non-beneficiaries, including non-beneficiary employees, make up a manageable share of the patients requiring care from the Eastern Aleutian Tribes, Inc., facilities and services and, therefore, do not result in the denial or diminishment of services to beneficiaries; and

WHEREAS, the Board of the Eastern Aleutian Tribes, Inc. has determined that each of the conditions of Section 813 of the Indian Health Care Improvement Act, as amended [25 U.S.C. § 1680c], is satisfied and that services to non-beneficiaries will actually enhance the program available to beneficiaries by allowing the Eastern Aleutian Tribes, Inc. to offer the most comprehensive, economical health program; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for the Eastern Aleutian Tribes, Inc. hereby authorizes the extension of health services from the Eastern Aleutian Tribes, Inc. to non-beneficiary residents of the communities served by Eastern Aleutian Tribes, Inc., including employees of the Eastern Aleutian Tribes, Inc. and their families and transient and seasonal workers present in the communities served by the Eastern Aleutian Tribes, Inc., at all the Eastern Aleutian Tribes, Inc.'s facilities and from all the Eastern Aleutian Tribes, Inc.'s providers; and

BE IT FINALLY RESOLVED that the Administrator of the Eastern Aleutian Tribes, Inc.'s health programs is authorized and directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service.

APPROVED AND ADOPTED BY Eastern Aleutian Tribes, Inc. Board of Directors on the 13th day of September 2004 with a vote of 5 for and 0 against.

President
Eastern Aleutian Tribes, Inc.
Board of Directors

Secretary
Eastern Aleutian Tribes, Inc.
Board of Directors

TOTAL P.04

Appendix C

FY 2020 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO EASTERN ALEUTIAN TRIBES, INC. FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Eastern Aleutian Tribes, Inc. under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Eastern Aleutian Tribes, Inc.'s FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Eastern Aleutian Tribes, Inc. to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Eastern Aleutian Tribes, Inc. or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting ,, Personal Property, and FOIA Coordinatio n	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiatc and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: Evangelyn L. Dotomain -S _____
Digitally signed by Evangelyn L. Dotomain -S
Date: 2021.03.12 13:05:25 -09'00'

Director
Alaska Area Native Health Service, IHS

Date: _____

Eastern Aleutian Tribes, Inc.
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____

Paul Mueller, CEO
Eastern Aleutian Tribes, Inc.

Date: 8/3/2020

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Eastern Aleutian Tribes

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Eastern Aleutian Tribes (hereinafter "EAT") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), EAT has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by EAT on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to EAT shall be determined under section 2 below. EAT's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. EAT may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, EAT may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by EAT.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to EAT.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services EAT proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent EAT from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by EAT and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by EAT.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to EAT under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing services to EAT.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of EAT. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by EAT and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. EAT assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by EAT shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of EAT.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by EAT under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The EAT is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System

Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. EAT agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of

Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged EAT for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to EAT of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by EAT authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services EAT proposes to purchase from the IHS. In such case, no monthly payments are due from EAT. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to EAT and adjustments in the amount of withhold or payments needed to pay for all services EAT has purchased, or proposes to purchase, will be made to the IHS by EAT. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount EAT hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each

category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount EAT hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to EAT of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from EAT for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to EAT due to Congress authorizing continuing resolutions or other delays in making lump sum payments to EAT.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to EAT within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and EAT will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to EAT, any over recovery by the IHS must be returned to EAT and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by EAT.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be

used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from EAT.

3.4 Use of Other Funds Due EAT to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to EAT, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of EAT's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to EAT under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by EAT under this Agreement in a manner agreeable to EAT and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, EAT may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. EAT shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 9/13/09

Eastern Aleutian Tribes
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Joe Bereskin

Date: 3-11-09

Appendix E

FY 2023 Facilities List

Appendix E
Tribal Facilities and Locations

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where EAT owns, leases, occupies, or otherwise uses real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Eastern Aleutian Tribes, Inc. operates the programs described in its Funding Agreement out of more than one facility or location. The following is a list that includes, but is not limited to its facilities in Adak, Akutan, Anchorage, Cold Bay, False Pass, King Cove, Nelson Lagoon, and Sand Point. The names and addresses are as follows:

Anesia Kudrin Memorial Clinic	113 Main Boardwalk	Akutan, AK 99553
Akutan EMS/Ambulance Hut	112 Main Boardwalk	Akutan, AK 99553
Adak Medical Clinic	2105 Main Street	Adak, AK 99546
Anchorage Admin Offices	3380 “C” Street, Suite 100	Anchorage, AK 99503
Anchorage Training & TeleMed	3380 “C” Street, Suite 210	Anchorage, AK 99503
Anna Livingston Memorial Clinic	10 Airport Road	Cold Bay, AK 99571
Anna Hoblet Memorial Clinic	49 Main Street	False Pass, AK 99583
King Cove Clinic	100 Slocum Drive	King Cove, AK 99612
Nelson Lagoon Clinic	40 Main Street	Nelson Lagoon, AK 99571
Sand Point Clinic	172 Red Cove Road	Sand Point, AK 99661

EAT leases provider housing units in Adak, Akutan, Cold Bay, False Pass, King Cove, Nelson Lagoon, and Sand Point.

Appendix F-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix F-5

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title	Date	Environmental Coordinator	Date

Appendix G

Actions Requiring IHS Environmental Review and Documentation

APPENDIX G – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by Eastern Aleutian Tribes, Inc. (EAT), EAT shall submit a proposal package that includes a completed Project Summary Document (See Appendix F-4) and Environmental Information and Documentation Form (See Appendix F-5) to the IHS. Coordination time between EAT and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between EAT, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

Action		Expected Timelines
Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow EAT and IHS to resolve them early.

Funding Agreement
between
Certain Alaska Native Tribes
Served by
CHUGACHMIUT
and
the Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Years 2018–2020

This Funding Agreement is entered into by and between certain Alaska Native Tribes served by Chugachmiut and the Secretary of the Department of Health and Human Services of the United States of America. These Tribes have authorized Chugachmiut to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, as amended (the Act), and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between Chugachmiut and certain other Co-Signers thereof and the United States in Fiscal Years 2018–2020.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Co-Signer PSFAs from both Area Office and Headquarters, unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and Area Office to continue to provide the

remaining PSFAs, which have not been included in this Funding Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes.[1] IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of IHS. The "Memorandum of Agreement Describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and Chugachmiut will not be denied access to, or services from, Headquarters. Specifically, Chugachmiut will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to Chugachmiut. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files, and other typical information technology support to Co-Signers, as defined in the Assurances Appendix to the ANTHC Funding Agreement. Upon request of ANTHC, after good faith efforts to resolve Chugachmiut's technical issue, OIT's support of Chugachmiut will include technical support needed on-site by Chugachmiut. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Co-Signer through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, and eConvert Site Data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska Connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf Packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) and Licenses. (This does not include licenses for stand-alone or interfaced commercial software.)			X

[1] All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Co-Signer through ANTHC
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-site Training Instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) Conversion			X
Envoy (WebMD) Installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, Chugachmiut shall have access to training, continuing education, and technical assistance in the manner and to the same extent Chugachmiut would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR § 74.36 and 45 CFR § 92.34, in works which IHS possessed, reproduced, published, and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by Chugachmiut under this and previous funding agreements and contracts, Chugachmiut has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.2 Historical PSFAs. Chugachmiut has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, Chugachmiut attached to its FY 2000 Annual Funding Agreement Addendum 1 entitled "Memorialization of Historical Level of Programs, Services, Functions, and Activities Provided by Alaska Native Medical Center and Alaska Area Native Health Service." The PSFAs listed in this addendum are taken from Chugachmiut's FY 1999 Annual Funding Agreement. The addendum was attached to the FY 2000 Funding Agreement only for the purpose of identifying historical levels of PSFAs received by Chugachmiut from ANMC and AANHS and is specifically not made a part of this Funding Agreement.

1.3 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established by

and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which include Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners, as those terms are defined and used in the CHAPCB Standards and Procedures.

1.4 Access to Federal Insurance. IHS will assist Chugachmiut to obtain information about the coverage, rights, and benefits available to its employees under chapters 87 and 89 of title 5, United States Code; the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available); and the procedures by which Chugachmiut may exercise its rights under Section 409 of IHCIA, as amended, to have access to such federal insurance for its employees.

Section 2 – Obligations of the Co-Signer. This Funding Agreement obligates Chugachmiut to be responsible for and to provide health PSFAs, identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this Funding Agreement and other funds as they may become available to Chugachmiut. This Funding Agreement further authorizes Chugachmiut to consolidate and redesign PSFAs, as provided in the Act and the Compact. Chugachmiut may, at its discretion, provide PSFAs identified in Section 3 [Tribal Programs and Budget] to other Tribal health programs at the request and by resolution of the Tribe or tribal organization.

Section 3 – Tribal Programs and Budget. Chugachmiut agrees, subject to the availability of funding, to administer, provide, and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. For the purposes of this Funding Agreement, Chugachmiut's General Budget Categories consolidate related health PSFAs as described in this subsection. Services are provided within the Chugach Region of Alaska, except as described herein or as necessary to fully provide for the needs of persons served under this Funding Agreement. To the extent any Tribe, which authorizes Chugachmiut to enter into the Compact on its behalf, enters into a funding agreement with IHS under the Act, Chugachmiut will not be obligated to provide any program, service, function, or activity (or portion thereof) incorporated into such Contract or Funding Agreement, except that Chugachmiut, subject to the availability of resources, may provide services, including, but not limited to, community health aides oversight, to such a Tribe. All programs are provided under the direction of the Chugachmiut Board of Directors, which provides policy, administrative, and executive direction. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of Chugachmiut at Chugachmiut's direction. Chugachmiut may deliver health services in a variety of settings including, but not limited to, clinics, homes, schools, and other community settings. Chugachmiut's wide range of services are provided and facilitated directly, and in cooperation with other Co-Signers, including through field clinics, referral to ANMC, and other arrangements with Tribal health organizations.

3.1 Programs, Services, Functions, and Activities. Chugachmiut is committed to and strives to provide quality health services through advocacy, telemedicine, networking, and collaborative efforts and the maintenance of qualified staff, equipment, clinical sites, and medical provisions and will strive to meet standards Chugachmiut believes appropriate and applicable to the delivery of those health services. Informational, preventive, and educational services are disseminated through various mediums and include a variety of subjects to promote cultural pride, leadership, healthy lifestyles, and life management skills. Employees routinely travel to villages

and communities in the Chugach Region to make presentations to village and community groups and schools and to participate in village- and community-sponsored events.

3.1.1 Clinical and Ancillary Services. Subject to the availability of funding, Chugachmiut provides a full range of outpatient health care and ancillary services. Not all services are available at every health facility location, and services do not supplant services received through field physician services for patients seen at ANMC in Anchorage or services received through ANMC. These services include, but are not limited to:

3.1.1.1 Acute, chronic, therapeutic, and preventive services, including Early Periodic Screening Diagnosis and Treatment (EPSDT);

3.1.1.2 Diabetes prevention, education, and treatment;

3.1.1.3 Wellness and other primary and secondary prevention programs;

3.1.1.4 CLIA waived laboratory;

3.1.1.5 Patient referral, including social service referrals;

3.1.1.6 On-call, urgent care;

3.1.1.7 Case management for chronically ill, high risk cases, or other case as indicated;

3.1.1.8 Pharmacy;

3.1.1.9 Health promotion and education;

3.1.1.10 Basic and Advanced training of Community Health Aides/Practitioners;

3.1.1.11 Continuing Education of health providers;

3.1.1.12 Logistical, administrative, supervisory, and quality assurance services for its clinical sites and staff;

3.1.1.13 Billing functions;

3.1.1.14 Patient registration;

3.1.1.15 Planning and implementation of an Electronic Health Records system;

3.1.1.16 Limited home health or homemaker services;

3.1.1.17 Nutrition/dietetic education, food supplements, counseling, and other services for women, infants, children, and others who are at nutritional risk;

3.1.1.18 Behavioral Health Aides/Practitioners services under the Standards and Procedures of the CHAPCB;

3.1.1.19 Telemedicine, telehealth, telepharmacy, and telepsychiatry services; and

3.1.1.20 Patient travel, including escorts, in accordance with Section 213(a) of IHCIA, as amended, at 25 U.S.C. § 1621*l*.

3.1.2 Health Services Training. Chugachmiut provides health services training (including clinical preceptorships, mentoring, shadowing, training, and supervision of health care providers) by offering sites for medical residents and other individuals obtaining training in the health professions, including behavioral and dental professions.

3.1.3 Purchased/Referred Care. Purchase of health services not otherwise available or accessible to eligible beneficiaries in the Chugachmiut service area through a contractual or open-market basis. Program administration includes patient advocacy, monitoring

of patient care for appropriateness of services within established program guidelines, quality assurance activities, and use of cost-containment policies.

3.1.4 Maternal Child Health. Chugachmiut operates a rural Women's Health/Prenatal program for the Anchorage Service Unit as a component of the larger statewide Maternal and Child Health system. The components of services provided include prenatal tracking within the rural Anchorage Service Unit; field trips to Anchorage Service Unit villages; training, consultation, and support to CHA/Ps and licensed health care providers; MCH training and education to students; and clinical services at the ANMC Campus, all of which include direct patient services, risk assessment, counseling, and health education.

3.1.5 Regional Dental Services. Chugachmiut provides primary dental services, including through care provided by Dental Health Aide Therapists. These services do not supplant the historical levels of dental services received through field dental teams. All services delivered through this program are coordinated with existing field services for integration of care and completeness of patient records.

3.1.6 Community Health Aide Services. Chugachmiut's Community Health Aides/Practitioners, Behavioral Health Aides/Practitioners, and Dental Health Aide Therapists provide direct primary and emergency care services and administer a 24/7 behavioral health crisis hotline; Chugachmiut provides a system of support, supervision, orientation, quality assurance, continuing education, training, and administrative services for community health aides, behavioral health aides, and dental health aide therapists under the Standards and Procedures of the IHS Community Health Aide Program Certification Board (CHAPCB).

3.1.7 Community Wellness and Social Services. Subject to the availability of funding, Chugachmiut provides comprehensive community wellness programs which include, but are not limited to, the following services. Not all services are available at every health facility location.

3.1.7.1 Substance abuse intervention and prevention;
3.1.7.2 Client advocacy, crisis intervention, and short-term counseling;
3.1.7.3 Client case management services;
3.1.7.4 Training for various levels of EMS certification;
3.1.7.5 Coordination and planning for disaster response and emergency preparedness;
3.1.7.6 Individual and family behavioral health counseling and therapy services;
3.1.7.7 Direct Community Health Representative services and technical assistance to tribally-employed Community Health Representatives and Alcohol Counselors;
3.1.7.8 Technical assistance to tribal governments in the development, implementation, and management of tribally operated programs;
3.1.7.9 Work with tribal councils and their members regarding child protection issues;
3.1.7.10 Advise and guide regional Tribes and providers in individual child welfare cases;

3.1.7.11 Provide information and resources related to interpersonal violence;

3.1.7.12 Provide services for Tribes in the Chugachmiut region that assist children and families subject to legal proceedings, including child welfare services that respond to child physical abuse, sexual abuse, and neglect, and other conditions that place a child at physical or emotional risk; and foster care finding and advocacy, and supportive behavioral health and other services to improve the stability of placements;

3.1.7.13 Health promotion and education, including nutrition services; and fitness consultation, education, and services;

3.1.7.14 Youth development services designed to promote leadership skills, healthy lifestyles, and cultural pride, and to enhance self-confidence and self-esteem;

3.1.7.15 Child development and family services include, but are not limited to, health education, socialization, health screening, growth and nutritional assessment, individualized culturally-appropriate child development services, family services, and family involvement;

3.1.7.16 Respite services for family caregivers;

3.1.7.17 Tribal wellness programs promoting health and wellness through sobriety efforts (involving outreach, education, events, and cultural activities) and providing technical assistance and information on local options;

3.1.7.18 Provides injury prevention, including participation on the local first responder team; community education; substance abuse prevention efforts; and liaison with local, state, and federal agencies directed at preventing intentional and non-intentional injury and death; and

3.1.7.19 A full range of behavioral health services, including emergency services; support services for individuals with severe mental illnesses, emotional disturbances, or substance abuse problems; psychiatric referral services; and general mental health services.

3.1.8 Self-Governance. Subject to the availability of funding, Chugachmiut provides the following services:

3.1.8.1 Support for member tribal governments for village- and community-based services subject to memoranda of agreement;

3.1.8.2 Technical assistance and information to tribal governments in the development, implementation, and management of tribally operated programs; and

3.1.8.3 Development and management of budgets for all service programs, including Chugachmiut and tribal programs.

3.1.9 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,[2] Chugachmiut carries out public health, epidemiology, and health research functions. These activities include, but are not limited to, collecting and receiving personally identifiable health information for the purpose of:

3.1.9.1 Preventing or controlling disease, injury, or disability;

3.1.9.2 Reporting disease, injury, and vital events such as birth and death; and

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[2] The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

3.1.9.3 The conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.1.10 Environmental Health. Chugachmiut provides a number of services related to environmental health including, but not limited to, consultation to and facilitation of training for Tribal Councils regarding such matters as septic systems; landfills; hazardous materials disposal; safe drinking water; environmental training; and identification, evaluation, and control of biological, chemical, and physical factors in the environment that may have an adverse impact on health.

3.2 Administration. Chugachmiut provides direction, program and staff supervision, organizational and program planning, administrative support (including telemedicine and telecommunications), grant writing, legal consultation, and technical assistance in support of the PSFAs described in this Funding Agreement. Directors and designated staff represent Chugachmiut on a regional, state, and national level. Chugachmiut also provides tribal representation to ANHB, ANTHC, Anchorage Service Unit Tribal Health Council, and tribal caucus meetings, along with payment of dues and pro-rated consultation fees.

3.3 Other Programs/Services Funded. This Funding Agreement includes programs, functions, services, and activities resulting from tribal redesign or consolidation, reallocation, or redirection of funds, including its own funds or funds from other sources, provided that such redesign or consolidation, reallocation, or redirection of funds results in carrying out programs, functions, services, and activities that may be included in the Funding Agreement pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in IHCIA funded during the effective dates of this Funding Agreement.

3.4 Non-IHS Funding. Chugachmiut will complement and supplement the PSFAs described in Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Sections 5 [Reallocation], 6 [Consolidation with Other Programs], and 7 [Program Income] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.5 Federal Tort Claims Act. The Federal Tort Claims Act applies to Chugachmiut's PSFAs under this Funding Agreement, as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

3.6 Tribal Facilities and Locations. Chugachmiut operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to, the facilities and locations listed in Appendix E, which will be submitted prior to the effective date of this Funding Agreement and will be incorporated by reference herein. The Area Division of Planning, Evaluation, and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and

locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and IHS (December 19, 1996).

3.7 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, Chugachmiut shall be the payer of last resort.

Section 4 – Amounts Available During the Term of the Funding Agreement

4.1 The following amounts shall be available to Chugachmiut in Fiscal Year 2018, pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[3]

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds.[4]	$ 3,589,944
Non-Recurring Funding.[5]	$ 1,828,362
Subtotal: This is subject to further increases as reconciliation of previous Funding Agreements occurs.	$ 5,418,306
Area "Tribal" Share: Includes funding identified from Area Office and identified in Appendix A to this Funding Agreement.[6]	$ 181,455
Headquarters - Tribal Share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$ 128,902

[3] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, the replacement Appendix A will be negotiated between IHS and Chugachmiut for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

[4] A breakout of these funds is shown in Appendix A, incorporated by reference herein.

[5] These non-recurring funds are shown in Appendix A. Other non-recurring funds are not specifically identified in this Funding Agreement, but will be provided to Chugachmiut in the future to the same extent as they have historically been provided.

[6] Funds from Area were distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A. In addition to the Funding amount, prior to the effective date of Section 325 of P.L. 105-83, Chugachmiut restricted Area tribal shares in an amount identified as "Subtotal Area TS Amount" in the "Chug Restricted" Column on Page 1 of Appendix A. *See also* Addendum 2, Item A, regarding these funds.

[7] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the Funding amount, Chugachmiut is entitled to additional Headquarters' tribal shares in

	Annual Funding
Headquarters - Tribal Share: "Program Formula Pool," including all funds identified in Appendix A and such additional funds which IHS may make available on a program formula basis during the year, based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	$ 443
Subtotal - Tribal Shares[8]	$ 310,800
TOTAL COMPACT FUNDING[9]	**$ 5,729,106**

These amounts are subject to additions for reimbursements that will be added as received by IHS and new funds received during the term of this Funding Agreement, including amounts that have historically been distributed as non-recurring funds under Title I of the Act. We agree that any amounts remaining unspent under previous Funding Agreements, after adjustment and reconciliation of any withheld amounts as of the last day of the previous fiscal year, shall be included in this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $0 is for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due Chugachmiut was determined by multiplying the FY 2017 Equipment Replacement amount paid to Chugachmiut by 90%. The final Equipment amount paid in FY 2018 will be based on the final FY 2018 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2018 Equipment Replacement allocation, is less than the 90% calculation, Chugachmiut will return the difference to IHS. *See also* Appendix A, footnote to line 22 on page 6.

Of the amount shown above for non-recurring program funds, $0 is for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as part of the lump sum due Chugachmiut was determined by multiplying the FY 2017 Routine M&I amount paid to the Co-Signer by 90%. The final Routine M&I amount paid in FY 2018 will be based on the final FY 2018 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2018 Routine M&I Allocation, is less than the 90% calculation, Chugachmiut will return the difference to IHS. *See also* Appendix A, footnote to line 19 on page 6.

The Recurring Base amount shown above includes $77,490 that Chugachmiut received, recurring in FY 2006 for Congressionally-earmarked alcohol funds. Such funds are subject to

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an amount identified as "Subtotal Headquarters TS amounts" in the "Chug Restricted" column on Page 1 of Appendix A.

[8] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount will be adjusted to make available all tribal shares for which Chugachmiut is eligible.

[9] For the reasons noted regarding the amount that make up this total, and because full funding amounts for the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

"Adjustments Due to Congressional Actions," as described herein in Section 6.1, as well as any conditions on those funds that may be described in the FY 2018–2020 Interior Appropriations Acts (Appropriations Act) or Congressional Reports. After the Appropriations Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring Chugachmiut's signature as described in Section 12 [Amendment or Modification of this Funding Agreement].

The parties agree that Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to Chugachmiut's Funding Agreement after award of such grants. Grant funds will be paid to Chugachmiut as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. In accordance with this provision of Title V and its implementing regulations, the Secretary will add Chugachmiut's diabetes grants and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Chugachmiut will use interest earned on such funds to enhance the purposes of the grant, including allowable administrative costs. Chugachmiut will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the FY covered by this agreement, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is $2,029,525, including $216,600 for direct CSC and $1,812,925 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three-year (FY 1998–FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001–FY 2002). IHS and Chugachmiut have subsequently agreed to additional extensions through FY 2020. IHS and Co-Signers have agreed to further extend the base budget at Chugachmiut's option. The following categories are subject to base budgeting for the base year period and the extended period, as noted below:

Category of Funding	Base Period for Base Funding	Extended Through:
Headquarters TSA Amounts[10]	FY 1997	FY 2020
Equipment Replacement Funding	Not Included	n/a
Area Tribal Share	Not Included	n/a

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new Co-Signers to the Compact and when current Co-Signers add or retrocede PSFAs, as provided in Section 12.3 [Due to Addition of New Programs].[11] Adjustments also shall be permitted when Co-Signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. Chugachmiut also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs, and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 6.2 [Proposals by Authorizing Tribes]. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Worker's Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withhold], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of the Funding Agreement] of this Funding Agreement shall be paid to Chugachmiut in accordance with Article II, Section 4(a) [Payment Schedule] of the Compact; payment to Chugachmiut is to be made as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer.

5.2 Availability of Tribal Shares. Chugachmiut will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withhold.[12] Chugachmiut may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the federal government under Article V, Section 22 [Purchases from IHS] of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be

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[10] Compact base budgets for TSA amounts shall be considered as a whole (entire Compact amount) and shall be subject to adjustment of the internal allocation, subject to Compact agreements.

[11] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

[12] The amount authorized for withhold and assessments is identified in Appendix A.

made available to Chugachmiut are set forth in the Buyback/Withhold Agreement between IHS and Chugachmiut, which is attached as Appendix D to this Funding Agreement and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2018 shall be 0.285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of IHS or any Co-Signer, such Buyback Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to Chugachmiut under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of Chugachmiut by check or wire transfer.

5.5 Utilization of IHS Recruitment Website.

5.5.1 Beginning in FY 2017, Chugachmiut agrees to retrocede 50% of its tribal shares for line item 124 to the Indian Health Service in exchange for Chugachmiut being able to fully access and utilize the recruitment website www.IHSjobs.gov.

5.5.2 Chugachmiut understands and agrees that access to and use of the website is conditioned upon the following:

5.5.2.1 Chugachmiut must meet the Information Technology (IT) security requirements for all users of the IHS IT systems before access to the system will be authorized.

5.5.2.2 A single point of contact for Chugachmiut will be responsible for posting health professions vacancies. Chugachmiut's human resources department or a specified designee will post health care professional jobs using IHSjobs.gov job announcement templates (health professions postings only).

5.5.2.3 Chugachmiut will need to assure the accuracy of its health care professional vacancy posts by reviewing postings at least quarterly and updating or removing outdated job postings.

5.5.2.4 This agreement is only for health care professional jobs postings on IHSjobs.gov and does not authorize posting on external job boards.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to Chugachmiut in this Funding Agreement shall be adjusted as necessary, after Chugachmiut has been notified of such pending action and subject to any rights which Chugachmiut may have under this Funding Agreement, the Compact, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or a portion thereof) under a contract or Funding Agreement pursuant to the Act, adjustment to funding amounts under this Funding Agreement will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated, or maintained by Chugachmiut shall not be treated as federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1.1 Patient medical records, financial records, and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

7.1.2 Pursuant to Section 105(o) of Title I, the medical records generated by Chugachmiut shall, at the option of Chugachmiut, be stored with the National Archives and Records Administration, and Chugachmiut shall have access to such records.

7.2 Confidentiality Standards. Chugachmiut will seek to comply with the Administrative Simplification provisions of HIPAA, including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 C.F.R. Parts 160, 162, and 164. If a record is not subject to HIPAA, Chugachmiut will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 – Program Rules. Chugachmiut will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance only with those program regulations, guidelines, and directives approved by the Chugachmiut Board of Directors, which will include the IHS CHAPCB *Standards and Procedures*.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, Chugachmiut does not agree to be subject to any agency circular, policy, manual, guidance, or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. IHS must report on its federally leased facilities. Chugachmiut agrees to notify AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where Chugachmiut has bought back services from IHS. IHS will annually, or upon renegotiation, provide to Chugachmiut a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to Chugachmiut. In administering these leases, IHS will work with Chugachmiut to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Maintenance and Improvement Funds. Chugachmiut agrees to use maintenance and improvement funds received through this Funding Agreement in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related

Agencies Appropriation Acts for fiscal years 2018, 2019, and 2020, or any comparable Act of Congress that contains the subject appropriation, and in accordance with 41 U.S.C. § 12, to the extent applicable.

9.3 Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless Chugachmiut has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix G. Where Chugachmiut plans to undertake an action, as described in Appendix G, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and Chugachmiut has not assumed these responsibilities, Chugachmiut will provide IHS with a Project Summary Document (see Appendix F-1) and a completed Environmental Information and Documentation Form (see Appendix F-2) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by Chugachmiut until IHS completes its compliance responsibilities and so advises the Chugachmiut with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 10 – Retrocession and Discontinuance.

10.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided as follows: Retrocession may be effective with less than one year notice, providing the Tribe or Village requesting retrocession, Chugachmiut, and IHS agree to an effective date of less than one year from the date of the retrocession request.

10.2 Discontinuance. Chugachmiut may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and IHS. Notice must be provided one year in advance of the effective date of the request, except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and IHS.

10.3 Withdrawal Procedures.

10.3.1 Process. Unless prohibited by law and in accordance with Section 506(g) of the Act, a Tribe or tribal organization may fully or partially withdraw from a participating tribal organization its share of any program, service, function, or activity (or portions thereof) included in the Compact or Funding Agreement, and such withdrawal shall become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on—

10.3.1.1 The earlier of

10.3.1.1.1 One year from the date of submission of such request; or

10.3.1.1.2 The date on which the Funding Agreement expires; or

10.3.1.2 Such date as may be mutually agreed to by the Secretary, by the Indian Tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian Tribe or tribal organization.

Section 11 – Consolidation of Contracts and Previous Funding Agreements. The Contracts listed below and all previous Annual Funding Agreements and Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, services, functions, activities, materials, and facilities provided to the Tribes represented by Chugachmiut.

Title I, P.L. 93-638 Contract Number: 243-88-0002, as modified.

Section 12 – Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modification of this Funding Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through Chugachmiut as authorized by resolution, Chugachmiut, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should Chugachmiut determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from Chugachmiut back to IHS, and the pro-rata share of funding for that program, service, function, or activity shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including, but not limited to, Worker's Compensation, to any Co-Signer.

12.3 Due to Addition of New Programs. Should Chugachmiut determine that it wishes to provide a program, activity, function, or service of IHS not included in this Funding Agreement, Chugachmiut shall submit a proposal to IHS to provide such program, service, function, or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Chugachmiut may submit a final offer in accordance with the Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS at the Alaska Area Office, shall prepare within 30 days an amendment to this Funding Agreement, and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. Chugachmiut shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements, and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to Chugachmiut. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with Chugachmiut.

12.5 Other Adjustments. Upon written authorization by Chugachmiut and agreed to by IHS, IHS may reallocate funds retained by IHS which are obligated to Chugachmiut for the purpose of reimbursing IHS for services or equipment provided to Chugachmiut to assist Chugachmiut in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by Chugachmiut shall be submitted in writing to IHS, Office of Tribal Self-Governance, with a copy to the AANHS Director. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraphs 12.4 [Due to Availability of Additional Funding] and 12.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by Chugachmiut shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of Chugachmiut shall only be required for issuing amendments for those funds which:

12.7.1.1 Require a change to Section 3 – Tribal Programs and Budget;

12.7.1.2 Require a specific commitment by Chugachmiut (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

12.7.1.3 Reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Due to Congressional Actions].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;

12.7.2.2 Program/Area/HQ End-of-Year Distributions;

12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Chugachmiut will return the unused amount to the IHS CHEF account;

12.7.2.4 CHS Deferred Services;

12.7.2.5 Routine Maintenance & Improvement; or

12.7.2.6 Collections and Reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to Chugachmiut after any such funds are added to the Funding Agreement. Chugachmiut retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13 – Third-Party Recoveries. Any funds recovered by Chugachmiut through the filing, litigating, or settling of a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by Chugachmiut, or for such services previously provided by IHS in a PSFA now operated by Chugachmiut, shall be the property of Chugachmiut and shall be considered program income to be utilized by Chugachmiut as provided in Article III, Section 7 [Program Income] of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the Compact.

Section 14 – Memorandum of Agreement with Member Villages.

14.1 Generally. Funds provided under this Funding Agreement may be allocated to and expended by an Alaska Native Village (Village) which is a party to this Funding Agreement, in accordance with the terms of the Compact, this Funding Agreement, and a Memorandum of Agreement (MOA) approved by Chugachmiut and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by Chugachmiut. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. Chugachmiut shall be responsible for assuring compliance by the Village with the Compact, this Funding Agreement, and the MOA.

Section 15 – Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's Funding Agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law," 25 U.S.C. 1680c(b)(1)(B). The Chugachmiut Board of Directors has made such determination consistent with Section 813 and provides for its findings in Resolution No. 11-05. Resolution 11-05 is attached as Appendix H and incorporated by reference herein. Chugachmiut may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 11-05. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 16 – Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)–(d) of Title V or, at Chugachmiut's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement but is attached for the purpose of recording matters in dispute for future reference, discussion, and resolution, as appropriate. Chugachmiut does not waive any

remedy Chugachmiut may have under the law with regard to these issues and any others not listed herein.

Section 17 – Severability.

This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable section or provision, in accordance with the provisions of the Compact.

Section 18 – Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), Chugachmiut exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

18.1. 25 U.S.C. § 5304(e) (definition of "Indian Tribe");
18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training, and evaluation);
18.3. 25 U.S.C. § 5322(d)(1) (related to the duty of IHS to provide technical assistance);
18.4. 25 U.S.C. § 5324(a)(1) (exemption from federal procurement and other contracting laws and regulations);
18.5. 25 U.S.C. § 5328(b) (conflicting provisions of law);
18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Effective Date and Duration. This Funding Agreement became effective on October 1, 2017, and will remain in effect through the 2020 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective, pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of Department
of Health and Human Services

By:_____
Director, Indian Health Service

Date: 5/13/19

Chugachmiut on Behalf of Itself and Certain Alaska Native Tribes, Identified in Exhibit A of the Compact

By:_____
Angela Vanderpool
Executive Director

Date: 4/3/19

Appendix A

FY 2018 Financial Summary

Chugachmiut

Appendix A - Financial Summary Tribal Shares Funding Agreement FY 2018

Tribal Share Summary Chugachmiut	FY 2018 Negotiated Amount	CHUG Restricted	Total Due CHUG	Initial Lump Sum Payment
Area TS Amount	$192,420	$10,965	$181,455	$181,455
	0		0	0
Subtotal Area TS Amount	$192,420	$10,965	$181,455	$181,455
Headquarters TSA Amount	$147,197	$18,294	$128,902	$128,902
Headquarters Other Program Formula (OEHE)	$886	$443	$443	$443
Subtotal Headquarters TS amounts	$148,083	$18,737	$129,345	$129,345
Total Tribal Shares	$340,503	$29,702	$310,800	$310,800

Driving Variables Chugachmiut	FY 2018
Population (2010 Census AN/AI population)	1996
Tribes (Federally Recognized Tribes)	5
Recurring Base - FY 2013 (less VBC)	$2,846,550
Percentage of Total Area TS (of all Alaska Tribes)	1.45244%
Percentage of ATHC (of all Title V Alaska Tribes)	1.47044%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Chugachmiut	FY 2018
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	YES
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Chugachmiut

Line #	FY 2018 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	CHUG AK Dist.	CHUG Retained	CHUG Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,692,041	$0		$0	$11,692,041	$169,820		$169,820
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) fun	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTH	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$7,526	$7,526	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$2,860		$2,860
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$2,834	*$2,834*	$0
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$13,220	$10,360	$2,860
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-(	$5,941,211	$244,466		$5,127,476	$569,269	$8,268		$8,268
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$605	$605	$0
23	Health Facilities/Main./ Spec. Pr	$1,365,811	$114,204		$1,216,669	$34,938	$507		$507
24	Subtotal OEHE	$7,455,910	$451,352	$0	$6,358,692	$645,866	$9,381	$605	$8,776
25	**TOTAL AREA OFFICE**	$33,681,748	$3,345,814	$1,580,233	$15,507,619	$13,248,083	$192,420	$10,965	$181,455

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2018 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY18 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of spac

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Chugachmiut

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares CHUG Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$3,946,697	460,974	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	138,054	$2,030	$0	$2,030
	105	Management Initiatives		x		$2,044,146	238,756	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,360	11,183	$164	$164	$0
	107	H.P./D.P. Initiatives	x	x		$3,471,665	199,915	$2,940	$0	$2,940
	110	N.E.C.I.	x			$1,105,341	123,881	$1,822	$0	$1,822
	111	Nurse Initiatives	x			$1,282,333	140,310	$2,063	$0	$2,063
	112	Nursing Co-steps	x			$645,848	72,377	$1,064	$0	$1,064
	113	Chief Clinical Consultant	x			$276,687	31,013	$456	$0	$456
	115	Emer. Medical Svcs	x			$464,126	41,882	$616	$0	$616
	117	Traditional Advocacy Prog.	x			$100,341	11,245	$165	$0	$165
	118	Research Projects	x			$1,278,011	142,504	$2,095	$0	$2,095
	119	A.A.I.P. Contract	x			$26,668	2,987	$44	$0	$44
	120	Clinical Support Center-Phoenix	x			$1,735,059	203,764	$2,996	$456	$2,540
	121	Co-steps Non-physicians	x			$81,435	9,113	$134	$0	$134
	123	Physician Residency	x			$276,045	30,940	$455	$0	$455
	124	Recruitment/Retention	x			$2,050,205	229,787	$3,379	$1,689	$1,689
	125	U.S.U.H.S., etc.	x			$3,056,143	342,545	$5,037	$0	$5,037
	126	DIR Support Fund	x			$24,857,207	2,756,438	$40,532	$11,268	$29,264
	127	Evaluation	x			$1,060,897	118,925	$1,749	$0	$1,749
	128	National Indian Health Board	x			$458,033	50,990	$750	$0	$750
	129	Albq./HQ Administration	x			$889,447	112,439	$1,653	$0	$1,653
	130	Nutrition Training Center	x			$344,240	41,707	$613	$0	$613
	131	Diabetes Program- Albq./HQ	x			$1,287,625	150,412	$2,212	$0	$2,212
	132	Cancer Prevention- Albq./HQ	x			$715,279	84,080	$1,236	$0	$1,236
	133	Health Records	x			$135,956	12,015	$177	$0	$177
	134	AIDS Program	x			$421,975	78,637	$1,156	$0	$1,156
	135	Handicapped Children	x			$345,268	40,679	$598	$0	$598
	137	National OIT Sup.- Albq./HQ	x			$8,272,974	923,758	$13,583	$3,776	$9,807
	154	Prescription Drug Monitoring	x			$1,000,000	114,900	$1,690	$0	$1,690
Dental Health							-			
	201	IHS Dental Program	x			$2,480,872	296,334	$4,357	$0	$4,357
	202	IHS Dental Program- Program formula		x		$5,211,934		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			$8,457,806	170,804	$2,512	$0	$2,512
	302	C.M.I. Grants	x			$620,933	69,307	$1,019	$0	$1,019
	303	National Conference	x			$106,289	11,849	$174	$0	$174
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			$3,095,464	507,902	$7,468	$0	$7,468
	402	Collaborative Initiatives	x			$834,554	47,681	$701	$0	$701

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Chugachmiut

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares CHUG Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
			Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		$8,226,856	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,264,397	349,118	$5,134	$0	$5,134
Public Health Nursing										
	601	Preventive Health Initiatives	x			$937,654	101,709	$1,496	$0	$1,496
	602	Preventive H. Init. - Prog. Formula		x		$2,383,258		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			$1,133,793	127,796	$1,879	$0	$1,879
CHR										
	801	IHS CHR Program	x			$2,369,315	263,085	$3,869	$0	$3,869
Direct Operations										
	1301	Direct Operations	x			$13,737,638	1,545,170	$22,721	$0	$22,721
	1301a	Direct Operations- OIT	x			$2,694,943	303,120	$4,457	$940	$3,517
	1302	Direct Ops Dental	x				-	$0	$0	$0
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		$2,312,098	$344,599	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,569,222	$209,781	$437	$0	$437
	2403	Facilities & Property Support		x		$2,269,845	$225,735	$6	$0	$6
	2404	Facilities Engineering Support		x		$1,359,652	$0	$0	$0	$0
	2405	Engineering Services Support		x		$479,120	$102,635	$443	$443	$0
TOTAL TSA AMOUNT						$94,470,826	$9,895,455	$145,507	$18,294	$128,902
TOTAL PROGRAM FORMULA AMOUNT						$29,802,828	$1,582,480	886	$443	$443
TOTAL HEADQUARTERS TRIBAL SHARE						$125,273,654	$11,592,835	$148,083	$18,737	$129,345

Column 1 - All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septer
Column 2 -All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septen
Includes Chickaloon, Knik and All Alaska HQE TS. Does not include T-I shares.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provide
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2017 will be add
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution met
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution metl
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Chugachmiut** **58G950024**

Contract/Compact Period October 1, 2017 through September 30, 2018

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0 014524386		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$1,145,216		$45,744	$74,056	$0	$1,265,016
2	Dental	$37,785		$2,979	$4,357	$0	$45,121
3	Mental Health	$14,230		$18,352	$3,705		$36,287
4	Alcohol & Substance Abuse	$466,805		$12,120	$8,170		$487,095
5	Public Health Nursing	$124,831		$1,743	$1,496		$128,069
6	Health Education	$383		$3,612	$1,879		$5,874
7	Community Health Representati	$190,588		$1,310	$3,869		$195,766
8	Immunization (AK only)	$686		$5,014	$0	$0	$5,700
9	Direct Operations	$54,278		$61,435	$26,238		$141,950
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	$0					
14	TOTAL, Services (Annual)	$2,034,802	$0	$152,308	$123,769	$0	$2,310,879
15	Purchased/Referred Care	$1,338,542		$20,359	$5,134		$1,364,035
16	Environmental Health Support	$0		$8,268		$0	$8,268
17	Facilities Support	$0		$519			$519
18	OEHE Support	$0			$443		$443
19	Maintenance & Improvement	$0	$0		$0		$0
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$15,437				$15,437
23	TOTAL, Facilities	$0	$15,437	$8,788	$443	$0	$24,668
24	Current year CSC Direct	$216,600					$216,600
25	Current year CSC Indirect	$0	$1,812,925				$1,812,925
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$216,600	$1,812,925	$0	$0	$0	$2,029,525
29	Quarters	$0					$0
30	Contract Health Services (Prior '	$0					$0
31	Indian Health Facilities (Prior Y	$0					$0
32	Others	$0					
33	TOTAL, Other	$0	$0	$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$3,589,944**	**$1,828,362**	**$181,455**	**$129,345**	**$0**	**$5,729,106**

Footnotes:

The FA program funding amount in column 1 and 2 are as of ORD #06 dated 12/7/2017

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments ir with Sec. 4 of the FA.

Chugachmiut
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, ! **Yes**

(Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" **No**

(Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs		$0	$0	$0	N/A	$0
Supply Service Center			$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All Other Costs			$0	$0	N/A	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
All Other Costs			$0	$0	N/A	$0
SUBTOTAL IMMUNIZATIOI	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All Other Costs			$0	$0	N/A	$0
SUBTOTAL ENVIRONMENTAL HI	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 months

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Ag

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .

Appendix C

FY 2011 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO CHUGACHMIUT FOR FY 2011

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Chugachmiut under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Chugachmiut's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2011, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Chugachmiut to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Chugachmiut or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs: however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures; serves as Financial Management Officer.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
	Total		8

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP (e.g., ANTHC and ANMC).
7. Eligibility determinations.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of community health aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Onsite program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Collect and publish program and epidemiological data and national guidelines to assist rural health programs to meet their stated objectives; and
    c. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by community health

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claim Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Provide overall management, supervision, consultation and surveillance of the Office of Financial Management.

17. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L.93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office.	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including, for example, support to Tribally managed facilities utilizing Personal Service Contracts for health care providers.

2. Maintains or develops Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).

3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.

4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.

5. Provides assistance to tribally managed facilities in acquiring excess federal property.

6. Maintain the federal property inventory process including excess and disposal.

7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.

9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.

10. Provide technical assistance to Tribally managed facilities on procurement issues.

11. Maintain the federal credit card program.

12. Privacy Act and HIPAA coordination; Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $70 million).

c. Directly allocate IHS resources (currently approximately $17 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. **Environmental Health:** PSFAs include:

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. **Health Facilities:** PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitors and manages real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintains the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Performs annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics (VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provides guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determines correct process for disposing of excess real property and manages project to end.

h. Develops and recommends IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provides direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculates and distributes rental rates for government owned quarters.

l. Prepares for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	2 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

Under the overall management, supervision, consultation and surveillance by the Area Executive Officer, the office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine and special reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 576 federal (includes 234 IPA & 311 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.
8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.
9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.
10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.
11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 2
	Total		4

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 576 federal employees employed either directly or through Civil Service IPAs (234) or Commissioned Corps MOAs (311):

1. Advertise and recruit for direct federal employees and replacement IPA employees. Replacement IPA positions may be filled with an IPA or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.
2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.
3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.
4. Counsel Civil Service employees.
5. Administer performance management program for non-IPA/MOA Civil Service employees.
6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.
7. Process personnel actions for Civil Service employees.
8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.
9. Correct pay and leave errors.
10. Manage federal classification system. Provide consultation on same.

11. Issue government ID cards or proof of federal employment.
12. Provide, on request, consultation on employee relation issues to Co-Signer.
13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.
14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).
15. Provide transportation services and relocation assistance for federal employees.
16. Coordinate arrangements for volunteer health provider services for Co-Signers.
17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.
18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.
19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.
20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs. Federal supervisor function for purposes of clearance of required annual COERs for MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the current approximately 315 Commissioned Officers:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Perform supervisor functions for clearance of required annual Commissioned Officer Evaluation Reports.
5. Process required federal personnel actions for Commissioned Officers including orders for deployment.
6. Assist and consult with officers and their supervisors.

3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

G. OFFICE OF PLANNING, EVALUATION AND HEALTH STATISTICS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
		Total	2

The Office will provide the specific PSFAs defined below:

1. Application of resource allocation methodologies and development of new ones as necessary.

2. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

a. Prepare Alaska active user populations.

b. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

c. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

d. Prepare resource allocation methodologies for the distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

e. Publish the Alaska Area Profile.

f. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

g. Act as a clearinghouse between Tribes and the IHS for the submission of research and evaluation proposals to fund health program evaluations, policy analysis and health services research projects.

h. In cooperation with the ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

H. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations

2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 16 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2009, the Alaska Area received in excess of $3.77 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 7/15/11

Chugachmiut
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: Patrick M. Anderson
Patrick M. Anderson
Executive Director

Date: 5/23/2011

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Chugachmiut

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Chugachmiut (hereinafter "Chugachmiut") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), Chugachmiut has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by Chugachmiut on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to Chugachmiut shall be determined under section 2 below. Chugachmiut's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. Chugachmiut may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, Chugachmiut may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by Chugachmiut.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to Chugachmiut.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services Chugachmiut proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent Chugachmiut from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by Chugachmiut and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by Chugachmiut.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to Chugachmiut under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there

shall be no additional overhead, user or administrative charges or assessments for providing services to Chugachmiut.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of Chugachmiut. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by Chugachmiut and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. Chugachmiut assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by Chugachmiut shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of Chugachmiut.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by Chugachmiut under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The Chugachmiut is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of

Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. Chugachmiut agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2.

The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs

associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged Chugachmiut for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to Chugachmiut of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by Chugachmiut authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services Chugachmiut proposes to purchase from the IHS. In such case, no monthly payments are due from Chugachmiut. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to Chugachmiut and adjustments in the amount of withhold or payments needed to pay for all services Chugachmiut has purchased, or proposes to purchase, will be made to the IHS by Chugachmiut. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount Chugachmiut hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold

under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount Chugachmiut hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to Chugachmiut of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from Chugachmiut for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to Chugachmiut due to Congress authorizing continuing resolutions or other delays in making lump sum payments to Chugachmiut.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to Chugachmiut within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and Chugachmiut will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to Chugachmiut, any over recovery by the IHS must be returned to Chugachmiut and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by Chugachmiut.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from Chugachmiut.

3.4 Use of Other Funds Due Chugachmiut to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to Chugachmiut, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of Chugachmiut's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to Chugachmiut under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by Chugachmiut under this Agreement in a manner agreeable to Chugachmiut and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, Chugachmiut may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. Chugachmiut shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become

effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 1/8/09

Chugachmiut
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Patrick Anderson

Date: 9/25/2008

Appendix E

FY 2018 Facilities List

APPENDIX E
FY 2018
CHUGACHMIUT SERVICE FACILITIES AND LOCATIONS

ANCHORAGE, ALASKA:
- Chugachmiut, 1840 Bragaw Street, Suite 110
- Alaska Native Primary Care Center, 4320 Diplomacy Drive

CHENEGA, ALASKA:
- Arch Priest Nicholas Kompkoff Health Clinic, 625 Main Street Chenega IRA Council Office
- Chenega Bay School, Main Street

CORDOVA, ALASKA:
- Ilanka Community Health Center, 705 Second Street

HOMER, ALASKA:
- 3691 Ben Walters Lane Suites 3 & 5

NANWALEK, ALASKA:
- Nanwalek Health Clinic, 1 Maqiq Street
- Nanwalek "Old Clinic"
- Nanwalek IRA Council Office, 100 Nikita Street
- Nanwalek School, 63550 Alexandrovsky Street
- Susan Tanape Head Start Building, 109 English Bay Road

PORT GRAHAM, ALASKA:
- Anesia Anahonak Moonin Health Clinic, 5530 Main Street
- Port Graham Behavioral Health Building, #2 Upper Hill Road
- Port Graham Village Council, 5510 Main Street
- Port Graham School, 63693 Graham Road
- Linda Norman Head Start Building, 63693 Graham Road

SEWARD, ALASKA:
- North Star Health Clinic, Orca Building 201 3rd Avenue
- North Star Pharmacy, Orca Building 201 3rd Avenue
- North Star Dental, Orca Building 201 3rd Avenue
- Qutekcak Native Tribe, 221 3rd Avenue
- Seward Elementary School, 606 Sea Lion Avenue
- Seward Middle School, 304 Sea Lion Avenue
- Seward High School, 2100 Swetmann Avenue
- AVTEC- Alaska's Institute of Technology, 809 Second Avenue

TATITLEK, ALASKA:
- Tatitlek Health Clinic, 411 Old Village Road

Tatitlek IRA Council Office, 505 Copper Mountain Street
Tatitlek Community School, 100 Main Street

VALDEZ, ALASKA:

Valdez Native Tribe Office, 1750 Zurich Loop Road

Appendix F-1

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix F-2

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title Date

Environmental Coordinator Date

Appendix G

Actions Requiring IHS Environmental Review and Determination

APPENDIX G – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by Chugachmiut, Chugachmiut shall submit a proposal package that includes a completed Project Summary Document (See Appendix F-1) and Environmental Information and Documentation Form (See Appendix F-2) to the IHS. Coordination time between Chugachmiut and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between Chugachmiut, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
☐	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
☐	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
☐	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
☐	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
☐	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
☐	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
☐	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

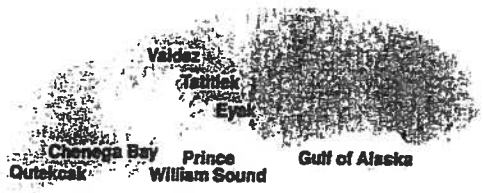
☐	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
☐	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
☐	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
☐	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
☐	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
☐	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
☐	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
☐	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow Chugachmiut and IHS to resolve them early.

Appendix H

Resolution 11-05



Port Graham
Nanwalek

Chugachmiut

BOARD OF DIRECTORS RESOLUTION
RESOLUTION NO. 11-05

ENTITILED: **DELIVERY OF HEALTH CARE SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE**

1. **Whereas,** Chugachmiut, is a Tribal Organization established to provide health care services in the Chugach region by resolution of the governing bodies of its member Tribes; and

2. **Whereas,** Chugachmiut is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended; and

3. **Whereas,** pursuant to the Alaska Tribal Health Compact and funding agreements negotiated annually with the Indian Health Service ("IHS"), Chugachmiut carries out the programs, services, functions, and activities ("PSFA") of the IHS which include dental, behavioral, and health services in the Chugach region; and

4. **Whereas,** Section 813 of The Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, ("Section 813"), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with the IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" ("non-beneficiaries"), 25 U.S.C. § 1680c(c)(2); and

5. **Whereas,** Section 813 further provides that in making such a determination, the governing body of the Tribal Organization shall "take into account" whether the provision of health care services to will result in the denial or diminution of health services to Alaska Natives or American Indians; and

6. **Whereas,** the governing body of Chugachmiut is its Board of Directors ("the Board"), consisting of seven tribally-appointed representatives; and

7. **Whereas,** the Board has carefully considered the factors identified in Section 813; and

8. **Whereas,** the Board of Directors has examined the populations of the communities in the Chugach region and the historical and current use of Chugachmiut services by beneficiaries and non-beneficiaries in those communities; and

9. **Whereas,** the Board of Directors has reviewed and examined the historical and current use of the full range of Chugachmiut health care services by beneficiaries and non-beneficiaries residing in the Chugach region; and

10. **Whereas,** non-beneficiaries make up a small percentage of the patients receiving care from

Chugachmiut facilities and practitioners, the Chugachmiut Board has determined that services provided to non-beneficiaries at Chugachmiut's facilities or by Chugachmiut's providers will not result in the denial or diminution of services to IHS beneficiaries; and

11. Whereas, Chugachmiut has established billing and collection procedures to ensure that non-beneficiaries are billed an amount which results in recovery of actual costs for the health services they receive from Chugachmiut; and

12. Whereas, Chugachmiut has entered into agreements with the State of Alaska to ensure payment by the State for services offered to indigent non-beneficiaries, as required by Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. ' 1680c; and

13. Whereas, the Board has determined that Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. ' 1680c, is satisfied.

Resolutions

1. Now therefore be it resolved, that the Board of Directors of Chugachmiut authorizes the extension of the full range of health, dental and behavioral services to non-beneficiaries in the Chugach region as provided in this resolution; and

2. Be it further resolved, that the Executive Director, or his or her designee, is authorized and is directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service; and

3. Be it further resolved, that this Resolution supersedes and replaces Resolution # 97-22 entitled "Health Services to Non-beneficiaries (including employees of Chugachmiut and tribal government)" dated December 16, 1997; and Resolution #08-13 entitled "Delivery of Health Care Services to Individuals Not Otherwise Eligible For Services From the Indian Health Service" dated June 26, 2008 addressing prior Chugachmiut services to non-eligible individuals.

CERTIFICATION

Adopted this 14 day of December, 2010.

THIS IS TO CERTIFY THAT I, Francis Norman, am the Chairperson of the Chugachmiut Board of Directors; AND the Board consists of seven duly elected tribal representatives; AND that this Resolution No. 11-05 was considered and adopted by a vote of the Board for which a quorum was present and voting; AND that the vote taken was 7 for and 0 against and 0 abstain/absent.

Francis Norman, Chairperson — December 14, 2010 — Date

Benna Hughey, Secretary — Dec. 14, 2010 — Date

Funding Agreement
between
Certain Alaska Native Tribes
Served by the
Copper River Native Association
and
the Secretary of the Department of Health and Human Services
of the
United States of America
for Fiscal Years 2021–2024

This Funding Agreement is entered into by and between certain Alaska tribes in the Copper River Native Association as identified in Exhibit A of the Compact and the Secretary of the Department of Health and Human Services of the United States of America. These tribes have authorized the Copper River Native Association to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act (IHCIA), the Indian Self-Determination and Education Assistance Act, as amended (the Act), and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between the Copper River Native Association (CRNA) and certain other Co-Signers thereof and the United States in Fiscal Years 2021–2024.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Co-Signer, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been

specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Funding Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and CRNA will not be denied access to, or services from, Headquarters. Specifically, CRNA will receive the following services from the IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to CRNA. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve CRNA's technical issue, OIT's support of CRNA will include technical support needed on-site by CRNA. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, Convert Site Data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska Connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm)			X

[1] All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-site Training Instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) Conversion			X
Envoy (WebMD) Installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, CRNA shall have access to training, continuing education, and technical assistance in the manner and to the same extent CRNA would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR § 74.36 and 45 CFR § 92.34, in works which IHS possessed, reproduced, published, and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by CRNA under this and previous funding agreements and contracts CRNA has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.2 Historical PSFAs. CRNA has historically received certain PSFAs from ANMC and the AANHS. Responsibility for these PSFAs has been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, CRNA attached to its FY 2000 Annual Funding Agreement Addendum 1 entitled "Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from CRNA's FY 1999 Annual Funding Agreement. The addendum was attached to the FY 2000 Funding Agreement only for the purpose of identifying historical levels of PSFAs received by CRNA from ANMC and AANHS and is specifically not made a part of this Funding Agreement.

1.3 IHS Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which has been established by and under the direct control and supervision of IHS, to accredit training for community health aides and to certify community health aides, which includes Community Health

Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

1.4 Access to Federal Insurance. IHS will assist CRNA to obtain information about the coverage, rights, and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available), and the procedures by which CRNA may exercise its rights under Section 409 of the IHCIA to have access to such Federal insurance for its employees.

Section 2 – Obligations of the Co-Signer. This Funding Agreement obligates CRNA to be responsible for and to provide health PSFAs utilizing the resources transferred under this Funding Agreement and other funds as they may become available to CRNA. This Funding Agreement further authorizes CRNA to consolidate and redesign PSFAs identified in Section 3 [Tribal Programs and Budget] as provided in the Act, and the Compact.

Section 3 – Tribal Programs and Budget. CRNA is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services. CRNA agrees to provide and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. For the purposes of this Funding Agreement, CRNA's General Budget Categories consolidate related health PSFAs as follows. CRNA provides a broad range of medical, oral health, behavioral health, case management, home- and community-based care, contract health, habilitation and rehabilitation, environmental health, and health promotion and disease prevention program services. CRNA may also provide other PSFAs to meet the objectives of Section 3 of the IHCIA. CRNA integrates these services with traditional, complementary, and alternative healing methods. To improve access and quality of care CRNA employs telehealth, other technologies, and a mobile care unit. PSFAs may be delivered in a variety of settings, including, but not limited to, clinics, homes, schools, and other community settings. All services are provided subject to the availability of funds and under the direction of the Board of Directors, which provides policy, administrative, and executive direction. CRNA's wide range of services are provided and facilitated directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-Signers, including through field clinics, referral to ANMC, and other arrangements with Tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of CRNA at CRNA's discretion.

3.1 HEALTH CARE SERVICES.

3.1.1 Clinical Services provides a comprehensive range of primary outpatient clinic ambulatory health care services including, but not limited to, acute, chronic, therapeutic, and preventive health services, including screening, diagnosis, and treatment; emergency and urgent care; family practice; internal medicine; pediatric medicine; family planning; OB-GYN services, maternal and child health; infectious disease treatment and consultation; immunizations and vaccinations; referral; and case management.

3.1.1.1 Emergency Medical Services provides 24/7 emergency care, medical support, training, technical assistance and physician oversight to local emergency medical services (EMS) providers to ensure and maintain access to EMS, ambulance, and first responder services in the region; provides direct patient care as first responders for patient emergencies when

other providers are unavailable; coordinates treatment and care with other health care providers depending on the acuity of patient injuries; and provides services to lower the incidence of death and disability.

3.1.2 Ancillary Services provides services at levels sufficient to support medical diagnosis and treatment, and may include, but are not limited to, physical therapy; occupational therapy; recreational therapy; respiratory therapy; imaging services, including radiology, teleradiology, mammography, ultrasound, and bone density screening; audiology; laboratory services, including clinical diagnostic tests, microbiology, and drug screening analysis; biomedical services; social services; nutrition and dietary services; medical supply and equipment distribution services to patients; and pharmaceutical services.

3.1.3 Community Health Aide Program provides Community Health Aide Program, under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners throughout the CRNA region and in support of other Tribal communities; such services include, but are not limited to, a system of support, supervision, quality assurance, orientation, training, and continuing education for each community health aide who is employed by CRNA and may provide these services for other tribal health programs; and coordinate the maintenance of the village clinics in which CRNA community health aides function, including supplies and equipment.

3.1.4 Contract Health Services administers and coordinates medical services provided to the Native patients of the CRNA service area who are eligible beneficiaries of IHS via contracting with other health care providers for direct medical services on an outpatient, urgent, and emergency basis, consistent with the terms set forth in the contracts with CRNA, with further limitations imposed by available funding, and administers ground ambulance services.

3.1.5 Dental Health Care provides routine and specialty dental services directly and through purchased and referred care, including education, diagnosis, treatment of dental problems and disease, conscious sedation, coordinating the administration of fluoride varnish, dispensing tooth brushes and other supplies, dental implants, orthodontic adjustments, and periodontics, and dental health information.

3.1.6 Audiology provides services to reduce the incidence and prevalence of hearing loss, including education, diagnosis, and treatment, including audiology clinics.

3.1.7 Eye Care provides comprehensive eye care services directly and through purchased and referred care, including screening vision testing and eye surgery.

3.1.8 Health Services Training: CRNA provides health services training (including clinical preceptorships, mentoring, shadowing, training and supervision of health care providers) through offering sites for medical residents and other individuals obtaining training in the health professions, including nursing, behavioral and dental professions.

3.1.9 Traditional, Complementary and Alternative Medicine provides traditional healing services in coordination with existing western medicine services, and complementary and alternative patient care services demonstrated to be reasonably safe and

effective and indicated for the patient's diagnosis or condition, including, but not limited to, acupuncture, chiropractic care, massage therapy, and other traditional health modalities may be provided following a referral from a primary care provider (defined as a MD, DO, DDS, DMD, PA or ANP). Traditional health care practices are subject to Section 831 of the IHCIA, as amended at 25 U.S.C. 1680u.

3.1.10 Home- and Community-Based Care provides, through a combination of western methods and traditional modalities, home care and other community-based services including assistance with activities of daily living such as dressing, laundry, light housekeeping, cooking, vital signs, medication reminders, snow removal, home chores and safety checks for elders and persons with disabilities. These services will be provided in accordance with Section 205(a)(2), of the IHCIA, as amended 25 U.S.C. § 1621d.

3.1.11 Integrated Alcohol and Drug Education and Treatment provides behavioral health services to reduce alcohol and substance abuse and associated problems through prevention programs and activities, outreach activities, outpatient care via community substance abuse and traditional counselors in villages served by CRNA; medication assisted treatment; inpatient care (to the extent available); aftercare to clients who have progressed through counseling and are in need of support for their continued recovery; and an alcohol and drug abuse treatment recovery camp.

3.1.12 Injury Prevention provides programs and activities to lower the numbers of intentional and unintentional injuries, deaths, and disabilities in Native villages served by CRNA by offering a variety of prevention activities including fire extinguishers, carbon monoxide detectors, chimney cleaning, and smoke detectors.

3.1.13 Environmental Health Services implements a wide range of programs in the CRNA service area. The programs include environmental technical assistance injury prevention, personal safety and assists clients in obtaining services, including, but not limited to, water and sewer system installations, furnace tune-ups, water haul, rabies vaccinations for cats and dogs, water sampling for testing, vehicle fleet maintenance, and training for environmental safety-related issues.

3.1.14 Health Education and Nutrition provide services to inform, educate, and motivate patients to adopt healthy lifestyles, including but not limited to, FAS/FAE prevention and treatment; gardening and food preservation; nutrition services for women, young children, and infants, such as providing supplemental foods, and nutrition education; and counseling and other services for women, young children, infants, elders, and others who are at nutritional risk.

3.1.15 Maternal and Child Health Program provides prenatal care, family planning and new-born patient education, child health services, assistance in risk screening, and coordination of prenatal and postnatal care.

3.1.16 Patient and Employee Transportation provides patient and employee transportation and travel management, including routine and emergency transportation. Such transportation may be provided by forms of transportation common to the Copper River region, including by airplane, motor vehicle, boat, all terrain vehicle, including vehicles owned or leased by CRNA, and privately owned vehicles used in performance of the PSFAs under this Funding

Agreement. Escorts may accompany patients in accordance with Section 213(a) of IHCIA, as amended.

3.1.17 Senior Citizens' Program provides nutrition services to Elders 55 years of age and over, shopping assistance, passenger assistance, transportation, outreach and advocacy, information, and referral services to Elders and persons with handicaps or disabilities in communities in CRNA's area.

3.1.18 Tribal Management provides the administration of all PSFAs of CRNA's health care, develops and maintains systems to ensure periodic determination of health and human service needs in the villages served by CRNA, and monitors programs and expenditures to increase cost-efficiency of program operations and to ensure continuous quality improvement.

3.1.19 Diabetes Program promotes diabetes prevention, education, and treatment.

3.1.20 Community Support provides assistance to elders, low income and handicapped and disabled individuals, and families to maintain safe, independent housing, including education of household members and assistance with home maintenance, including snow removal and safe, reliable heating.

3.1.21 Behavioral Health provides a full range of behavioral health services to include emergency services; support services for individuals with severe mental illnesses, emotional disturbances, or substance abuse problems; psychiatric services; and general mental health services.

3.1.22 Cultural Camp provides traditional wellness programs for adults, youth, and families, which includes use of respected community members as well as trained counselors, natural detox-dietary restrictions focused on natural healing principles and increased physical activity. The Camp is located at Hudson Lake. CRNA collaborates with other providers of behavioral health services to enhance the training and administration of camp services.

3.1.23 Families At-Risk for Fetal Alcohol Syndrome (FAS) provides training for families, community members, and professionals to meet the needs of providing accessible, reliable screening and diagnostic services for families at-risk for Fetal Alcohol Syndrome (FAS) and provides or aids in obtaining and providing ongoing resources for families at-risk for FAS.

3.1.24 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,[2] CRNA carries out public health, epidemiology, and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purpose of

3.1.24.1 preventing or controlling disease, injury, or disability;

3.1.24.2 reporting disease, injury, and vital events such as birth and death; and

3.1.24.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

[2] The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

3.1.25 Wellness Program promotes regional wellness improvements, with emphasis on achieving and maintaining sobriety through a variety of methods and programs that include public education and training, support for positive community events, local option and alcohol control programs, the restorative justice and regional tribal court improvements (including juvenile and drug court), support for tribal empowerment; public safety; and case management and other services for individuals who have experienced conflict in the community because of substance abuse or behavioral health issues.

3.1.26 Children and Youth Development and Family Services provides comprehensive health, behavioral health, and preventive services that include, but are not limited to, emotional support services; substance abuse counseling; health education and outreach; services that respond to child physical abuse, sexual abuse, and neglect and other conditions that place a child at physical or emotional risk; and child development and family services which include, but are not limited to, health-oriented education; socialization; health screening; growth and nutritional assessment; individualized culturally-appropriate child development services; resiliency-based early childhood development; student support activities; career exploration and; work experience, job readiness, and life skills training., consistent with 25 U.S.C. § 1603(11)(C), (G); family services; and family involvement.

3.1.27 Child and Family Advocacy and Services provides assistance to children and families subject to legal proceedings; child welfare services that respond to child physical abuse, sexual abuse, and neglect and other conditions that place a child at physical or emotional risk; foster care finding and supportive behavioral health and other services to improve the stability of placements.

3.1.28 Support Services. A complement of services required to support the provision of health services to the Copper River region may include, but is not limited to: interpreting and translation services; dietetics/nutrition services, including services associated with health promotion and disease prevention; operations and facilities management; security, human resources; administration and board support; infection control; patient case management; contract and property management; telecommunications; financial management (to include patient registration, billing, collection, coding and other business office functions); and Medicare and Medicaid and other benefits enrollment services.

3.1.29 Administrative Services: develops, interprets, coordinates, and administers the organization's policies on finance, accounting, payroll, insurance, data processing, internal controls, auditing, materiel management, legal, corporate compliance, and human resources, including the following:

3.1.29.1 Human Development: generally provides personnel services (to include staffing, recruitment, and retention), job classification, pay and benefits administration, training, continuing education and development, staff health education, management and leadership development, employee relations, human resources information systems, and Native hire.

3.1.29.2 Finance: performs accounting, statistical records, payroll, accounts payable, grant requests and administration, reporting, and other finance activities, and

coordinates reimbursement, budgeting and forecasting programs, cash management, and annual third party audits.

3.1.29.3 Technology/Telecommunication Services: directs, coordinates, and executes telecommunications, telephone, data processing, Help Desk support, training and education, and network and information management for operations and regulatory compliance; maintains website; provides maintenance, inventory, and equipment repair and disposal; coordinates regional and statewide efforts for telemedicine, telehealth, telepharmacy, and teleradiology services; and planning and implementation of an electronic health record system.

3.1.29.4 Office of the CEO: manages the affairs and property of CRNA in accordance with direction from the Native peoples of the Copper River region acting through the Board of Directors. This office includes the Director of Health Services, Director of Tribal Community Services, Director of Behavioral Health, Director of Training and Development, Chief Financial Officer, Chief Operations Officer. Child and Youth Development, Director of Behavioral Health, Director of Planning, Training and Development, Director of Personnel Development, and Director of Finance. Provides direction, program and staff supervision, organizational and program planning, administrative support, facilities and equipment management, maintenance and improvement of facilities, inventory control, budget development and maintenance, grant writing, legal consultation, accounting functions, contract development and management, purchasing management, technology management, and reporting statistics as appropriate. Functions as liaison with local, regional, state, and national entities to address legislative issues, grants, contracts, funding, and planning. Develops and monitors public relations strategies and facilities planning as appropriate.

3.1.29.5 Facilities Management and Planning: provides procurement; material management; facilities management; planning, development and coordination of design; engineering; management of construction, renovation, demolition, and clean-up; maintenance and operation of all facilities and properties used by CRNA under this Funding Agreement, including facilities owned and leased by CRNA.

3.2 Other Programs/Services Funded. This funding agreement includes programs, functions, services, and activities resulting from tribal redesign or consolidation, reallocation, or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services, and activities that may be included in the funding agreement pursuant to Section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.3 Non-IHS Funding. CRNA will complement and supplement the PSFAs described throughout this Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding. Consistent with Article III, Section 5 [Reallocation, Redesign and Consolidation], 6 [Consolidation with Other Programs], and 7 [Program Income, Including Medicare/Medicaid] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.4 FEDERAL TORT CLAIMS ACT. The Federal Tort Claims Act applies to CRNA's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-210.

3.5 TRIBAL FACILITIES AND LOCATIONS. CRNA operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to, the facilities and locations listed in Appendix E, which will be submitted prior to the effective date of this Funding Agreement, and will be incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

Section 4 – Amounts Available During the Term of the Funding Agreement

4.1 The following amounts shall be available to CRNA in Fiscal Years 2021–2024 pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[3]

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds[4]	$6,269,384
Non-Recurring Funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[5]	$2,114,834
Subtotal: (This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreement])	$8,384,218
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement.[6]	$139,436

[3] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. The FY 2021 Appendix A includes prorated amounts for providing services to the Mentasta Traditional Council (MTC) from August 1-September 30, 2021, consistent with MTC's withdrawal from the Mount Sanford Tribal Consortium and transfer of authority to CRNA; funds already paid to CRNA under the prior FY 2021 funding agreement are not due a second time. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and CRNA for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

[4] A breakout of these funds is shown in Appendix A. *See* Footnote 3.

[5] A break-out of these funds is shown in Appendix A. *See* Footnote 3. These non-recurring funds represent contract support costs for which funds are available at the beginning of the fiscal year.

[6] Funds from Area were distributed according to methodology agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A. In addition to the Funding amount, prior to the effective date of Section 325 of P.L. 105-83, CRNA restricted Area tribal shares in an amount

	Annual Funding
Headquarters – Tribal Share: "Tribal Size Adjustment Pool" including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$97,772
Headquarters – Tribal Share: "Program Formula Pool" including all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year base on the programs accepted for this allocation in Appendix A.	$0
Subtotal – Tribal Shares[8]	$237,208
TOTAL COMPACT FUNDING[9]	$8,621,426

These amounts are subject to additions for reimbursements, and new funds received during the term of this Funding Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the Act or under previous Annual Funding Agreements. Any amounts remaining unspent under Contract No. 243-89-0004, or previous Funding Agreements, after adjustment and reconciliation of withheld amounts for IPA/MOA, supplies, and services, as of the last day of the fiscal year, shall be included in this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $0 is for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due CRNA was determined by multiplying the FY 2020 Equipment Replacement amount paid to CRNA by 90%. The final Equipment amount paid in FY 2021 will be based on the final FY 2021 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2021 Equipment Replacement allocation, is less than the 90% calculation, CRNA will return the difference to IHS. *See also* Appendix A, footnote to line 22 on page 6.

Of the amount shown above for Non-Recurring Program Funds, $113,875 is for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as a part of the lump sum due CRNA was determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final Routine M&I amount paid in FY 2021 will be based on the final FY

identified as "Subtotal Area TS Amount" in the "CRNA Restricted" column on Page 1 of Appendix A. *Also see* Addendum 2 regarding these funds.

[7] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the Funding amount, CRNA is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "CRNA Restricted" column on Page 1 of Appendix A.

[8] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability have not been determined. This amount may be adjusted to make available all tribal shares for which CRNA is eligible.

[9] For the reasons noted regarding the amounts that make up this total and because full funding amounts for under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

2021 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2021 Routine M&I allocation, is less than the 90% calculation, CRNA will return the difference to the IHS. *See also*, Appendix A, footnote to line 19 on page 6.

The Recurring Base amount shown above includes $345,613 that CRNA received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6.1 as well as any conditions on those funds that may be described in the FYs 2021, 2022, 2023, and 2024 Interior Appropriations Act (Act) or Congressional Reports, as applicable. After the Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring CRNA's signature as described in Section 12 [Amendment or Modification of this Funding Agreement].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to CRNA's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add CRNA's diabetes grants and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to CRNA as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. CRNA will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. CRNA will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the fiscal year covered by this agreement, which represents the parties' estimate of CRNA's full CSC requirement pursuant to 25 U.S.C. § 5325, is $2,514,237, including $524,714 for direct CSC and $1,989,523 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and CRNA's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three year (FY 1998–FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001–FY 2002). IHS and CRNA have subsequently agreed to additional extensions through FY 2020. IHS and Co-Signers have agreed to further extend the base budget period at CRNA's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts[10]	FY 97	FY 2024
Equipment Replacement Funding	Not Included	n/a
Area Tribal Share	Not Included	n/a

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Alaska Tribal Health Compact and when current co-signers add or retrocede PSFAs, as provided in Section 12.3 [Due to Addition of New Programs].[11] Adjustments also shall be permitted when co-signer(s) choose to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. CRNA also shall be eligible for funding for new services, services increase, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 6.2 [Due to Contracting or Compacting by Authorizing Tribes] Compact Co-signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Worker Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of the Funding Agreement] of this Funding Agreement shall be paid to CRNA, in accordance with Article II, Section 4 (a) [Payment Schedule] of the Compact; payment to CRNA to be made as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer.

5.2 Availability of Tribal Shares. CRNA will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withholding. CRNA may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the Indian Health Service] of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to CRNA are set forth in the Buyback/Withhold

[10] Compact base budgets for TSA amounts shall be considered as a whole (entire Compact amount) and shall be subject to adjustment of the internal allocation subject to Compact agreements.

[11] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Agreement between IHS and CRNA, which is attached as Appendix D to this Funding Agreement and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2021 shall be .285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of IHS or any Co-Signer, such Buyback Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to CRNA under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of CRNA by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in Appropriations Acts or other law affecting availability of funds to IHS and U.S. Department of Health and Human Services. Upon enactment of any such Act or Law, the amount of funding provided to the CRNA in this Funding Agreement shall be adjusted as necessary, after CRNA has been notified of such pending action and subject to any rights which CRNA may have under this Funding Agreement, the Compact or the law.

6.2 Due to Contracting or Compacting by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or funding agreement pursuant to the Act, adjustment to funding amounts and responsibilities of CRNA under this Funding Agreement will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by CRNA shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1.1 Patient medical records, financial records, and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

7.1.2 Pursuant to Section 105(o) of Title I, the medical records generated by CRNA shall, at the option of CRNA be stored with the National Archives and Records Administration, and CRNA shall have access to such records.

7.2 Confidentiality Standards. CRNA will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162 and 164. If a record is not subject to HIPAA, CRNA will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 – Program Rules. CRNA shall make a best effort to carry out the PSFAs in this Funding Agreement in compliance only with those guidelines, manuals, and policy directives as adopted by the CRNA Board of Directors. These will include Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, CRNA does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. IHS must report on its federally leased facilities. CRNA agrees to notify AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where CRNA has bought back services from IHS. IHS will annually, or upon renegotiation, provide to CRNA a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to CRNA. In administering these leases, IHS will work with CRNA to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Maintenance and Improvement Funds. CRNA agrees to use maintenance and improvement funds received through this Funding Agreement in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Acts for FYs 2021, 2022, 2023, and 2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

9.3 National Environmental Policy Act. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless CRNA has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix F. Where CRNA plans to undertake an action, as described in Appendix F, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and CRNA has not assumed these responsibilities, CRNA will provide IHS with a Project Summary Document (see Appendix G-4) and a completed Environmental Information and Documentation Form (see Appendix G-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by CRNA until IHS completes its compliance responsibilities and so advises CRNA with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 10 – Retrocession and Discontinuance.

10.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date of a retrocession request from the Compact and Funding

Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one year's notice, providing the Tribe or Village requesting retrocession, CRNA, and IHS agree to an effective date of less than one year from the date of retrocession request.

10.2 Discontinuance. CRNA may discontinue its participation in the Compact after written notice to each authorizing Tribe and IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and IHS.

10.3 Withdrawal Procedures.

10.3.1 Process. Unless prohibited by law and in accordance with Section 506(g) of the Act, a Tribe or tribal organization may fully or partially withdraw from a participating tribal organization its share of any program, services, function, or activity (or portions thereof) included in the Compact or Funding Agreement, and such withdrawal shall become effective within the time frame specified in the resolution which authorized transfer to the participation tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on

10.3.1.1 The earlier of
10.3.1.1.1 One year from the date of submission of such request; or
10.3.1.1.2 The date on which the Funding Agreement expires; or

10.3.1.2 Such date as may be mutually agreed by the Secretary, by the Indian Tribe or Tribal Organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian Tribe or tribal organization.

Section 11 – Consolidation of Contracts and Previous Funding Agreements. The contract listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, activities, functions, services, materials, and facilities provided to the Tribes represented by CRNA.

Contract No: 243-89-0004, as amended.

Section 12 – Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through CRNA as authorized by resolution, CRNA, and the Secretary. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should CRNA determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the

parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from CRNA back to IHS and the pro-rata share of funding for that program, service, function or activity shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

12.3 Due to Addition of New Programs. Should CRNA determine that it wishes to provide a program, service, function or activity of IHS not included in this Funding Agreement, CRNA shall submit a proposal to IHS to provide such program, activity, function, or service. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, CRNA may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS, the Alaska Area Office shall prepare within 30 days an amendment to this Funding Agreement and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. CRNA shall be eligible for any increases in funding or funding for new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Alaska Tribal Health Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska tribe or tribal organization may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to CRNA. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with CRNA.

12.5 Other Adjustments. Upon written authorization by CRNA and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to CRNA, for the purpose of reimbursing IHS for services or equipment provided to CRNA to assist in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by CRNA shall be submitted in writing to IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraph 12.4 [Due to Availability of Additional Funding], and 12.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by CRNA shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of CRNA shall only be required for issuing amendments for those funds which:

12.7.1.1 require a change to Section 3 – Tribal Programs and Budget;

12.7.1.2 require a specific commitment by CRNA (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

12.7.1.3 reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Due to Congressional Actions].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;

12.7.2.2 Program/Area/HQ End-of-Year Distributions;

12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, CRNA will return the unused amount to the IHS CHEF account;

12.7.2.4 CHS Deferred Services;

12.7.2.5 Routine Maintenance & Improvement; or

12.7.2.6 Collections and reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to CRNA after any such funds are added to the Funding Agreement. CRNA retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13 - Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, CRNA shall be the payer of last resort.

Section 14 – Third Party Recoveries. Any funds recovered by CRNA through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by CRNA, or for such services previously provided by IHS in a PSFA now operated by CRNA, shall be the property of CRNA and shall be considered program income to be utilized by CRNA as provided in Article III, Section 7 [Program Income, Including Medicare/Medicaid] of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income, Including Medicare/Medicaid] of the Compact.

Section 15 – Memorandum of Agreement with Member Villages. Funds provided under this Funding Agreement may be allocated to and expended by an Alaska Native Village (Village) which is a party to this Funding Agreement in accordance with the terms of the Compact, this Funding Agreement and a Memorandum of Agreement (MOA) approved by CRNA and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by CRNA. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. CRNA shall be responsible for assuring compliance by the Village with the Compact, this Funding Agreement and the MOA.

Section 16 – Service to Non Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of

a Tribal Organization carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with the IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" 25 U.S.C. 1680c(c)(2) The CRNA Board of Directors has made such determination consistent with Section 813 and provides for its findings in Resolution No. 2011-03. Resolution 2011-03 is attached as Appendix B and incorporated by reference herein. CRNA may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 2011-03. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 17 – Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at the CRNA's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion, and resolution as appropriate. CRNA does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Severability.

This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 19 – Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), CRNA exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

19.1. 25 U.S.C. § 5304(b) (definition of "Indian Tribe");
19.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
19.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
19.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
19.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
19.6 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
19.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
19.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
19.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

19.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
19.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
19.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 20 – Effective Date and Duration. This Funding Agreement becomes effective on August 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement in negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

UNITED STATES OF AMERICA
SECRETARY OF
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BY: _____
DIRECTOR, INDIAN HEALTH SERVICE

DATE: 07/31/2021

COPPER RIVER NATIVE ASSOCIATION ON BEHALF OF ITSELF AND CERTAIN ALASKA NATIVE TRIBES, IDENTIFIED IN EXHIBIT A OF THE COMPACT

BY: Charlene Nollner
Charlene Nollner (Jul 30, 2021 16:28 PDT)
CHARLENE NOLLNER
CHAIR

DATE: Jul 30, 2021

BY: Angela Vermillion
Angela Vermillion (Jul 30, 2021 15:18 AKDT)
ANGELA VERMILLION
CEO

DATE: Jul 30, 2021

Copper River Native Association

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2021

Tribal Share Summary Copper River Native Association	FY 2021 Negotiated Amount	CRNA Restricted	Total Due CRNA	Initial Lump Sum Payment
Area TS Amount	$145,478	$6,042	$139,436	$139,436
	0		0	0
Subtotal Area TS Amount	$145,478	$6,042	$139,436	$139,436
Headquarters TSA Amount	$110,143	$12,371	$97,772	$97,772
Headquarters Other Program Formula (OEHE)	$3,591	$3,591	$0	$0
Subtotal Headquarters TS amounts	$113,734	$15,962	$97,772	$97,772
Total Tribal Shares	$259,213	$22,004	$237,208	$237,208

Driving Variables Copper River Native Association	FY 2021
Population (2010 Census AN/AI population)	782
Tribes (Federally Recognized Tribes)	6
Recurring Base - FY 2013 (less VBC)	$2,501,231
Percentage of Total Area TS (of all Alaska Tribes)	1.07930%
Percentage of ATHC (of all Title V Alaska Tribes)	1.09267%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Copper River Native Association	FY 2021
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares
Copper River Native Association

Line #	FY 2021 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	CRNA AK Dist.	CRNA Retained	CRNA Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$128,438		$128,438
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$5,592	$5,592	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$2,125		$2,125
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$2,106	*$0*	$2,106
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$9,824	$5,592	$4,231
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$6,366		$6,366
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$450	$450	$0
23	Health Facilities/Main./ Spec. Pro	$1,368,036	$114,204		$1,216,669	$37,163	$401		$401
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$7,217	$450	$6,767
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$145,478	$6,042	$139,436

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space availa

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Copper River Native Association

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2021 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	CRNA Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$1,512	$0	$1,512
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$122	$122	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$2,195	$0	$2,195
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$1,357	$0	$1,357
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$1,539	$0	$1,539
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$794	$0	$794
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$340	$0	$340
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$459	$0	$459
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$123	$0	$123
	118	Research Projects	x			$1,283,252			143,088	143,088	$1,563	$0	$1,563
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$33	$0	$33
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$2,239	$339	$1,900
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$100	$0	$100
	123	Physician Residency	x			$277,416			31,093	31,093	$340	$0	$340
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$2,520	$0	$2,520
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$3,761	$0	$3,761
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$30,190	$8,393	$21,797
	127	Evaluation	x			$1,063,992			119,272	119,272	$1,303	$0	$1,303
	128	National Indian Health Board	x			$459,114			51,111	51,111	$558	$0	$558
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$1,233	$0	$1,233
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$457	$0	$457
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$1,654	$0	$1,654
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$921	$0	$921
	133	Health Records	x			$136,277			12,043	12,043	$132	$0	$132
	134	AIDS Program	x			$422,971			78,823	78,823	$861	$0	$861
	135	Handicapped Children	x			$346,083			40,775	40,775	$446	$0	$446
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$10,117	$2,813	$7,305
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$1,258	$0	$1,258
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$3,285	$0	$3,285
	202	IHS Dental Program- Program formula		x		$5,269,192					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$1,904	$0	$1,904
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$766	$0	$766
	303	National Conference	x			$107,552			$11,990	11,990	$131	$0	$131
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$5,645	$0	$5,645
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$529	$0	$529

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Copper River Native Association

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2021 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares CRNA Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$3,947	$0	$3,947
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$1,127	$0	$1,127
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$1,396	$0	$1,396
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$2,927	$0	$2,927
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$17,019	$0	$17,019
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$3,339	$704	$2,634
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,114,837				$197,905	$220	$220	$0
	2403	Facilities & Property Support		x		$24,019,205				$221,409	$2,966	$2,966	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$405	$405	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$110,143	$12,371	$97,772
TOTAL PROGRAM FORMULA AMOUNT						$47,170,678				$1,497,560	3,591	$3,591	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,293,036				$11,577,745	$113,734	$15,962	$97,772

Column 1 - All numbers are based on HQ PFSAs for FY20 Table #4 dated 1/13/20 & FY21 Table 4F dated 7/16/20 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY20 Table #4 dated 1/13/20 & FY21 Table 4F dated 7/16/20 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Copper River Native Association** **58G950025**

Contract/Compact Period **October 1, 2020 through September 30, 2021**

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.010793014		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$2,746,932	$0	$36,598	$56,461	$0	$2,839,990
2	Dental	$935,229	$0	$2,261	$3,285	$0	$940,775
3	Mental Health	$203,358	$0	$13,935	$2,802	$0	$220,095
4	Alcohol & Substance Abuse	$370,385	$0	$9,240	$6,174	$0	$385,799
5	Public Health Nursing	$514,256	$0	$1,323	$1,127	$0	$516,706
6	Health Education	$565	$0	$2,711	$1,396	$0	$4,672
7	Community Health Representativ	$254,963	$0	$999	$2,927	$0	$258,889
8	Immunization (AK only)	$956	$0	$3,757	$0	$0	$4,713
9	Direct Operations	$3,722	$0	$46,157	$19,653	$0	$69,533
10		$0	$0	$0	$0	$0	$0
11		$0	$0	$0	$0	$0	$0
12	Self-Governance	$0	$0	$0	$0	$0	$0
13	Other, Services (Annual)	0	0	$0	0	0	0
14	TOTAL, Services (Annual)	$5,030,366	$0	$116,981	$93,825	$0	$5,241,172
15	Purchased/Referred Care	$411,999	$0	$15,687	$3,947	$0	$431,634
16	Operation Cost for Tribal Clinics	$0	$0	$0	$0	0	$0
17	Environmental Health Support	$0	$0	$6,366	$0	0	$6,366
18	Facilities Support	$302,304	$0	$402	$0	$0	$302,706
19	OEHE Support	$0	$0	$0	$0	$0	$0
20	Maintenance & Improvement	$0	$113,875	$0	$0	$0	$113,875
21	Sanitation Facilities - Housing	$0	$0	$0	$0	$0	$0
22	Sanitation Facilities - Regular	$0	$0	$0	$0	$0	$0
23	Equipment	$0	$11,435	$0	0	$0	$11,435
24	TOTAL, Facilities	$302,304	$125,311	$6,768	$0	$0	$434,382
25	Current year CSC Direct	$524,714	$0	$0	$0	$0	$524,714
26	Current year CSC Indirect	$0	$1,989,523	$0	$0	$0	$1,989,523
27		$0	0	0	0	0	0
28	Other (*See* Remarks)	$0	$0	$0	$0	$0	$0
29	TOTAL, CSC	$524,714	$1,989,523	$0	$0	$0	$2,514,237
30	Quarters	$0	$0	$0	$0	$0	$0
31	Contract Health Services (Prior Ye	$0	$0	$0	$0	$0	$0
32	Indian Health Facilities (Prior Yea	$0	$0	$0	$0	$0	$0
33	Others	$0	0	0	0	0	0
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35		$0	$0	$0	$0	$0	$0
36	**GRAND TOTAL, AFA**	**$6,269,384**	**$2,114,834**	**$139,436**	**$97,772**	**$0**	**$8,621,426**

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 9 dated 7/30/2020

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adj with Sec. 4 of the FA.

For FY21 Mentasta is withdrawing from Mt Sanford on 8/1/21. Mentasta Share is based on 2020 Projected Census of 101/197 or 5 Variables and Recurring have been adjusted to 61/365 of Mentasta share to reflect this and added to CRNA

Copper River Native Association
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **No**

surcharge **0.285%** **(Yes or No)**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes**

0.285% **(Yes or No)**

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs		$0	$0	$0	$0	$0
VBC			$0	$0	$0	$0
Other			$0	$0	$0	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases			$0	$0	$0	$0
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other cost

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Mentasta

Appendix A - Financial Summary Tribal Shares Funding Agreement -

Tribal Share Summary Mentasta	FY 2021 Negotiated Amount	Ment Restricted	Total Due Ment	Initial Lump Sum Payment
*Area TS Amount (excluding assessments)	not available	not available	not available	not available
(available through ANTHC)	$0	$0	$0	
Subtotal Area TS Amount				
*Headquarters TSA Amount	$3,303	$371	$2,932	$2,932
*Headquarters Other Program Formula (OEI	$0	$0	$0	$0
Subtotal Headquarters TS amounts	$3,303	$371	$2,932	$2,932
FY 2021 Total Tribal Shares	$3,303	$371	$2,932	$2,932

***NOTE: All Area funds are at ANTHC and cannot be transferred through the IHS due to restrictions imposed by sec. 325, of P.L. 105-83.**

Driving Variables

Mentasta	FY 2021
Population 2010 census AN/AI population)	86
Tribes (federally recognized tribes)	1
Recurring Base (FY2013)	$402,875
Percentage of Total Area TS (of all Alaska T	0.03237%
Percentage of ATHC (of all Title v Alaska Tr	0.03277%

**** For FY21 AREA and HQ TS adjusted to 61/365 of Mentasta for 2 months share**

Individually Restricted Items

Mentasta	FY 2021
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Managemen	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIRM	YES
Clin Sup. Ctr (Inc. CME Cert. & IHS	YES

The following Area Tribal Shares Matrix (pages 2 and 3 of this appendix) is provided for information purposes only. All funds for area tribal shares are in the ANTHC compact. The IHS has concluded that it is prohibited from transferring these funds directly to the co-signer under the terms of Sec. 325, P.L. 105-83.

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Mentasta

Line #	FY 2021 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	Ment AK Dist.	Ment Retained	Ment Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$3,852		$3,852
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$168	$168	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$64		$64
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$63	*$0*	$63
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$295	$168	$127
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$191		$191
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$13	$13	$0
23	Health Facilities/Main./ Spec. Pro	$1,368,036	$114,204		$1,216,669	$37,163	$12		$12
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$216	$13	$203
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$4,363	$181	$4,182

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space availa

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Mentasta

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2021 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	Ment Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$45	$0	$45
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$4	$4	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$66	$0	$66
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$41	$0	$41
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$46	$0	$46
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$24	$0	$24
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$10	$0	$10
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$14	$0	$14
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$4	$0	$4
	118	Research Projects	x			$1,283,252			143,088	143,088	$47	$0	$47
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$1	$0	$1
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$67	$10	$57
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$3	$0	$3
	123	Physician Residency	x			$277,416			31,093	31,093	$10	$0	$10
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$76	$0	$76
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$113	$0	$113
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$905	$252	$654
	127	Evaluation	x			$1,063,992			119,272	119,272	$39	$0	$39
	128	National Indian Health Board	x			$459,114			51,111	51,111	$17	$0	$17
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$37	$0	$37
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$14	$0	$14
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$50	$0	$50
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$28	$0	$28
	133	Health Records	x			$136,277			12,043	12,043	$4	$0	$4
	134	AIDS Program	x			$422,971			78,823	78,823	$26	$0	$26
	135	Handicapped Children	x			$346,083			40,775	40,775	$13	$0	$13
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$303	$84	$219
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$38	$0	$38
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$99	$0	$99
	202	IHS Dental Program- Program formula		x		$5,269,192					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$57	$0	$57
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$23	$0	$23
	303	National Conference	x			$107,552			$11,990	11,990	$4	$0	$4
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$169	$0	$169
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$16	$0	$16

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Mentasta

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2021 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares Ment Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$118	$0	$118
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$34	$0	$34
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$42	$0	$42
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$88	$0	$88
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$510	$0	$510
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$100	$21	$79
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,114,837				$197,905	$0	$0	$0
	2403	Facilities & Property Support		x		$24,019,205				$221,409	$0	$0	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$0	$0	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$3,303	$371	$2,932
TOTAL PROGRAM FORMULA AMOUNT						$47,170,678				$1,497,560	-	$0	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,293,036				$11,577,745	$3,303	$371	$2,932

Column 1 - All numbers are based on HQ PFSAs for FY20 Table #4 dated 1/13/20 & FY21 Table 4F dated 7/16/20 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY20 Table #4 dated 1/13/20 & FY21 Table 4F dated 7/16/20 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Mentasta** **$0**

Contract/Compact Period **August 1, 2021 through September 30, 2021**

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-	0.0003237		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$37,355			$1,693	$0	$39,048
2	Dental	$368			$99	$0	$467
3	Mental Health	$166			$84		$250
4	Alcohol & Substance Abuse	$11,165			$185		$11,350
5	Public Health Nursing	$34			$34		$68
6	Health Education	$13			$42		$55
7	Community Health Representativ	$6,221			$88		$6,309
8	Immunization (AK only)	$23			$0	$0	$23
9	Direct Operations	$112			$589		$701
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$55,457	$0	$3,308	$2,814	$0	$58,271
15	Purchased/Referred Care	$9,976		$470	$118		$10,094
16	Operational Cost for Tribal Clinics					0	$0
17	Environmental Health Support	$0					$0
18	Facilities Support	$0					$0
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$0		$0		$0
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$203				$203
24	TOTAL, Facilities	$0	$203	$203	$0	$0	$203
25	Current year CSC Direct	$7,469					$7,469
26	Current year CSC Indirect		$24,681				$24,681
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$7,469	$24,681	$0	$0	$0	$32,150
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$72,903**	**$24,884**	$4,182	**$2,932**	**$0**	**$100,718**

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 8 dated 7/30/2020

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to a

Due to section 325 Mentasta will receive the Area tribal share through the ANTHC. This is comp $4,182

For FY21 Mentasta is withdrawing from Mt Sanford on 8/1/21. Mentasta Share is based on 2020 Projected Census of 101/197 or

Variables and Recurring have been adjusted to 61/365 of Mentasta share to reflect this

Mentasta
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **Yes**

surcharge **0.285%** **(Yes or No)**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **No**

0.285% **(Yes or No)**

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs		$0		$0	N/A	$0
VBC				$0	N/A	$0
Other				$0	N/A	$0
SUBTOTAL H & C	$0	$0		$0	$0	$0
DENTAL						
IPA/MOA personnel costs				$0	N/A	$0
Supply Service Center		$0		$0	N/A	$0
All other costs-				$0	N/A	$0
SUBTOTAL DENTAL	$0	$0		$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs				$0	N/A	$0
Supply Service Center		$0		$0	N/A	$0
Village Clinic Leases				$0	N/A	$0
All other costs-				$0	N/A	$0
SUBTOTAL IMMUNIZATION	$0	$0		$0	$0	$0
T-CLINIC						
VBC Increases				$0	N/A	$0
		$0		$0	N/A	$0
				$0	N/A	$0
SUBTOTAL T-CLINIC	$0	$0		$0	$0	$0
Withhold Total	**$0**	**$0**		**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other co

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix B

Resolution No. 11-03

Copper River Native Association

(AHTNA' T'AENE NENE')

Mile 104 Old Richardson
P.O. Box H ▪ Copper Center, Alaska 99573
Phone (907) 822-5241
Fax (907) 822-8801
E-mail: info@crnative.org
Website: www.crnative.org

BOARD OF DIRECTORS RESOLUTION

Resolution No. 11-03

TITLE: **DELIVERY OF HEALTH CARE SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE**

1. Whereas, Copper River Native Association (CRNA), is a Tribal Organization established to provide health care services to the Alaska Native people of the Copper River Area by resolution of the governing bodies of its member Tribes; and

2. Whereas, CRNA is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended; and

3. Whereas, pursuant to the Alaska Tribal Health Compact and funding agreements negotiated annually there under with the Indian Health Service (IHS), CRNA carries out the programs, services, functions, and activities (PSFA) of the IHS which include various clinical and community health services in the Copper River Area; and

4. Whereas, the Federal Tort Claims Act applies to CRNA's PSFAs under its Funding Agreement, and the CRNA Board understands that in order to extend such coverage to the services it provides to non-beneficiaries it must "take into account" the factor set forth in Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c;

5. Whereas, Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" (non-beneficiaries), 25 U.S.C. § 1680c(c)(2); and

6. Whereas, Section 813 provides that in making such a determination, the governing body of the Tribal Organization shall "take into account" whether the provision of health care services to

such individuals will result in the denial or diminution of health services to Alaska Natives or American Indians; and

7. Whereas, the governing body of CRNA is the Board of Directors ("the Board"), consisting of nine (9) tribally-elected representatives; and

8. Whereas, the Board has carefully considered the factors identified in Section 813; and

9. Whereas, the Board has examined the populations of the communities in the Copper River Area and the historical and current use of CRNA services by beneficiaries and non-beneficiaries in those communities; and

10. Whereas, the Board has reviewed and examined the historical and current use of CRNA medical services, dental services, behavioral health services, and substance abuse treatment services by beneficiaries and non-beneficiaries in the Copper River Area; and

11. Whereas, non-beneficiaries make up a small percentage of the persons receiving care from CRNA facilities and practitioners, the CRNA Board has determined that services provided to non-beneficiaries at CRNA's facilities or by CRNA's providers, to the extent described in this resolution, will not result in the denial or diminution of services to IHS beneficiaries; and

12. Whereas, CRNA has established billing and collection procedures to ensure that non-beneficiaries are billed an amount that results in recovery of actual costs for the health services they receive from CRNA staff and facilities; and

13. Whereas, CRNA has entered into agreements to ensure payment for services offered to indigent non-beneficiaries as required by Section 813 and

14. Whereas, the Board has determined that Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, is satisfied.

RESOLUTION

1. Now therefore it be resolved, that the Board of Directors of CRNA authorizes the extension of the full range of health services, including but not limited to, medical services, dental services, behavioral health services, substance abuse treatment, injury prevention summer safety swim program services to non-beneficiaries in all communities within the Copper River Area; and

2. Be it further resolved, that the CEO, or his or her designee, is authorized and is directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service; and

3. Be it further resolved, that this Resolution supersedes and replaces Resolution 07-04 entitled Delivery of Health Care Services to Individuals not Otherwise Eligible for Services from the Indian Health Service, dated November 17, 2006 addressing prior CRNA services to non-eligible

individuals.

CERTIFICATON

ADOPTED this 15 day of September 2011, by a vote of 5 yeas, 0 nays, 0 abstentions and 0 absence(s).

Lorraine Jackson

Lorraine Jackson, President
Copper River Native Association

ATTEST: L Yoshimoto

Lisa Yoshimoto, Secretary/Treasurer
Copper River Native Association

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO COPPER RIVER NATIVE ASSOCIATION FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Copper River Native Association under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Copper River Native Association's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Copper River Native Association to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Copper River Native Association or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting ,, Personal Property, and FOIA Coordinatio n	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. **Health Facilities:** PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 07/31/2021

Copper River Native Association
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____
Paul Rude, CEO
Copper River Native Association

Date: 8-6-2020

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Copper River Native Association

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Copper River Native Association (hereinafter "CRNA") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), CRNA has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by CRNA on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to CRNA shall be determined under section 2 below. CRNA's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. CRNA may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, CRNA may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by CRNA.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to CRNA.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services CRNA proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent CRNA from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by CRNA and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by CRNA.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to CRNA under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing

services to CRNA.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of CRNA. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by CRNA and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. CRNA assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by CRNA shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of CRNA.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by CRNA under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The CRNA is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of

employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. CRNA agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds.

These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged CRNA for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to CRNA of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by CRNA authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services CRNA proposes to purchase from the IHS. In such case, no monthly payments are due from CRNA. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to CRNA and adjustments in the amount of withhold or payments needed to pay for all services CRNA has purchased, or proposes to purchase, will be made to the IHS by CRNA. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount CRNA hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being

purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount CRNA hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to CRNA of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from CRNA for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to CRNA due to Congress authorizing continuing resolutions or other delays in making lump sum payments to CRNA.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to CRNA within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and CRNA will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to CRNA, any over recovery by the IHS must be returned to CRNA and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by CRNA.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from CRNA.

3.4 Use of Other Funds Due CRNA to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to CRNA, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of CRNA's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to CRNA under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by CRNA under this Agreement in a manner agreeable to CRNA and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, CRNA may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. CRNA shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 15 Oct 08

Copper River Native Association
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Paulette Scheurch

Date: 09/22/09

APPENDIX E
COPPER RIVER NATIVE ASSOCIATION
FACILITIES AND LOCATIONS

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where CRNA owns, leases, occupies, or otherwise uses real or personal property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

1.	Cantwell Clinic	Cantwell, Alaska
2.	Kluti-Kaah (Copper Center) Clinic	Copper Center, Alaska
3	Gulkana Clinic	Gulkana, Alaska
4.	Gakona Clinic	Gakona, Alaska
5.	Tazlina Primary Care Clinic (Robert Marshall Building)	Tazlina, Alaska
6.	Child Development Center	Tazlina, Alaska
7.	Tazlina Village Clinic	Tazlina, Alaska
8.	Mentasta Village Clinic/ Office Building	Mentasta Lake, Alaska

9. Employee Housing, both rented and owned

10. Shops, Yards, Staging Areas, Storage, Supply, and Parking Facilities and Locations

11. Education, Training, and Public Outreach Facilities and Locations including, but not limited to:
    a. Community Meeting Halls
    b. Copper River School-District Facilities
    c. Mentasta Lake Katie John School

Appendix F

Actions Requiring IHS Environmental Review and Determination

APPENDIX F – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by CRNA, CRNA shall submit a proposal package that includes a completed Project Summary Document (See Appendix G-4) and Environmental Information and Documentation Form (See Appendix G-5) to the IHS. Coordination time between CRNA and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between CRNA, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow CRNA and IHS to resolve them early.

Appendix G-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

*Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix G-5

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

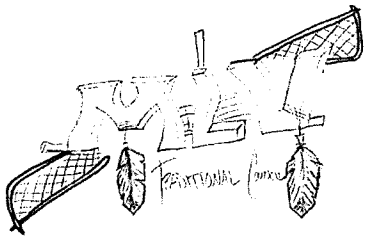
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title Date Environmental Coordinator Date



Mentasta Traditional Council
P.O. Box 6019
Mentasta Lake, AK 99780
Phone # (907) 291-2319
Fax # (907) 291-2305
907mlv99780ta@gmail.com

Resolution No. 21-06

WHEREAS, the Tribal Council of the Mentasta Traditional Council ("Tribe") is a sovereign nation and the governing body of the Tribe under the Constitution of the Mentasta Tribe ("Constitution"); and

WHEREAS, the Tribe has adopted a Constitution in order to sustain and perfect its historic form of Tribal government; and

WHEREAS, under Article IV, Section 1 of the Constitution, governing power of the Tribe is vested in the Tribal Council; and

WHEREAS, Article V Section 1 of the Constitution delegates to the Tribal Council the power to consult and negotiate with any government or other entity and to conclude contracts, grants, treaties or other agreements on all matters within the jurisdiction of the Mentasta Traditional Council; and

WHEREAS, Article V Section 1(a) of the Constitution delegates to the Tribal Council the power to consult and negotiate with any government or other entity and to conclude contracts, grants, treaties or other agreements on all matters within the jurisdiction of the Mentasta Traditional Council; and

WHEREAS, Article V Section 1(o) of the Constitution delegates to the Tribal Council the power promote and safeguard the general health, education, safety, welfare and international peace and security of all Tribal Members of Mentasta, Alaska; and

WHEREAS, the Tribe is a Member Tribe of the Mt. Sanford (Kelt'aeni) Tribal Consortium which has the purpose of encouraging and supporting the exercise of tribal powers of self-governance of each Member Tribe and Associate tribe; to aid and support

economic development in the region; to aid and support health services to the general population of the region; to promote the general health and welfare of the Member Tribes and their members; and to preserve, encourage and maintain the Spiritual, Traditional, and Cultural well being of the Member Tribes; and

WHEREAS, Article II of the Constitution of the Mt. Sanford (Kelt'aeni) Consortium provides the opportunity for a Member Tribe to withdraw their resolution of support on an annual basis; and

WHEREAS, 42 C.F.R. § 137.235 provides for an Indian Tribe to fully withdraw from a Tribal Consortium; and

WHEREAS, Tribe wishes to withdraw its resolution of support from the Mt. Sanford (Kelt'aeni) Tribal Consortium and leave the Consortium and adopted Resolution 20-08 withdrawing its membership from the MSTC; and

WHEREAS, 42. C.F.R. 42 C.F.R. § 137.236 allows the withdrawing tribe to specify the effective date of the withdrawal; and

WHEREAS, the Tribe previously resolved to withdraw from Mt. Sanford (Kelt'aeni) Consortium effective on March 31, 2021 and June 30, 2021; and

WHEREAS, the Indian Health Service funding determination not issued until May 11, 2021 and the Tribe has been unable to complete negotiations to join another healthcare consortium; and

NOW THEREFORE BE IT RESOLVED, that as provided by 42. C.F.R. 42 C.F.R. § 137.236, the Mentasta Traditional Council withdraws from Mt. Sanford (Kelt'aeni) Tribal Consortium the effective July 31, 2021; and

ADOPTED by the Tribal Council of the Mentasta Traditional Council by roll call vote on the 7th of June, 2021, with a quorum present, by a vote of 6 for, 0 against, and 0 abstentions.

MENTASTA TRADITIONAL COUNCIL

Emmanuel Baker
First Chief

ATTEST: Robt Jr



Mentasta Traditional Council
P.O. Box 6019
Mentasta Lake, AK 99780
Phone # (907) 291-2319
Fax # (907) 291-2305
907mlv99780ta@gmail.com

RESOLUTION 21-08

AUTHORIZING THE COPPER RIVER NATIVE ASSOCIATION TO CARRY OUT FEDERAL AND STATEWIDE HEALTH CARE PROGRAMS ON BEHALF OF THE TRIBE

WHEREAS, the Mentasta Traditional Council (herein "Mentasta" or "the Tribe") is a federally-recognized Indian Tribe listed in the Secretary of the Interior's annual list of federally recognized Tribes issued in in accordance with the Federally Recognized Indian Tribes List Act of 1994, Pub. L. No. 103-454, *see* 86 Fed. Reg. 7554, 7558 (Jan. 29, 2021), and

WHEREAS, the Tribe qualifies as an "Indian tribe" as defined in Section 4 of the Indian Self-Determination and Education Assistance Act (ISDEAA), 25 U.S.C. § 5304(e), and as such is entitled to request a contract from the Indian Health Service (IHS) to operate programs, services, functions and activities (PSFAs) serving Mentasta tribal members and other eligible IHS beneficiaries within the Mentasta service area; and

WHEREAS, the Mentasta Tribe provided an authorizing resolution to the Mt. Sanford Tribal Consortium (MSTC), Resolution 99-08, which permits MSTC as a tribal organization to enter into a contract/compact and funding agreement with the Indian Health Service on behalf of the Tribe; and

WHEREAS, Resolution 21-06 requires that effective July 31, 2021, Mentasta will withdraw its prior authorization for MSTC to provide health care services; and

WHEREAS, Mentasta wishes to achieve maximum participation in the direction of health care services furnished to its members so such services will be more responsive to the needs and desires of Alaska Natives; and

WHEREAS, Mentasta and the Copper River Native Association (CRNA) have entered into a Memorandum of Agreement delineating the services CRNA will provide to Mentasta and the roles and responsibilities of both the Tribe and CRNA.

NOW THEREFORE BE IT RESOLVED, that the Mentasta Traditional Council authorizes CRNA to assume and carry out all programs, services, functions and activities on behalf of Mentasta Tribal members through an ISDEAA contract or compact with the Indian Health Service; and

BE IT FURTHER RESOLVED that Tribe authorizes CRNA to apply for any federal or state grants, programs, or additional resources available to provide health care services to Mentasta Tribal members; and

BE IT FURTHER RESOLVED this authorization will remain in effect until withdrawn by the Tribe.

CERTIFICATION:

This resolution was duly considered and adopted by roll call vote by Mentasta Traditional Council in Mentasta, Alaska on this 8th day of July, 2021.

Emmanuel Baker, First Chief

Robert John Jr., Council Member

MEMORANDUM OF AGREEMENT
BETWEEN
COPPER RIVER NATIVE ASSOCIATION
AND THE
MENTASTA TRADITIONAL COUNCIL

This Memorandum of Agreement (Agreement) is by and between the Copper River Native Association ("CRNA"), whose address is Drawer H, Copper Center, Alaska, 99573 and the Mentasta Traditional Council ("Mentasta") (collectively "the Parties"), whose address is PO Box 6019, Mentasta, Alaska, 99780

Background and Purpose

CRNA is a tribal health organization that provides comprehensive health care services throughout the Copper Basin region of Alaska. CRNA provides such services under the Alaska Tribal Health Compact and Funding Agreements with the Secretary of Health and Human Services as authorized by Title V of the Indian Self-Determination and Education Act of 1975, as amended, 25 U.S.C. §§ 5301-5423.

Mentasta is a federally-recognized Indian Tribe located within the CRNA service area. Mentasta has authorized the Mt. Sanford Tribal Consortium to provide health care services for its Tribal members under the Alaska Tribal Health Compact and Funding Agreements with the Secretary of Health and Human Services as authorized by Title V of the Indian Self-Determination and Education Act of 1975, as amended, 25 U.S.C. §§ 5301-5423. Mentasta wishes to withdraw from the Mt. Sanford Tribal Consortium and authorize CRNA to provide health care services instead.

This Agreement is necessary to define the relationship between CRNA and Mentasta. Mentasta was previously a part of CRNA, but in 1994 it decided to withdraw to form the Mt. Sanford Tribal Consortium with another Tribe, taking Mentasta's portion of CRNA's funding and assets at that time. Since then CRNA has grown considerably and has improved its service delivery. CRNA wishes to support to the best of its ability Mentasta's efforts to provide locally relevant and timely services to Mentasta Tribal members. Mentasta expressly acknowledges and understands that although CRNA unconditionally supports Mentasta's efforts and is committed to assisting Mentasta, the initial resources Mentasta is contributing at this time are not enough to fund Mentasta's current services and CRNA cannot provide greater service or staff time than is provided to any other Tribe in the CRNA region, nor can CRNA's involvement in health care for Mentasta impact unfairly on CRNA's responsibilities to its remaining Tribes. However, if Mentasta is able to provide supplemental resources in the future, both Parties agree that CRNA will diligently and in good faith pursue expanding the services and staff time initially provided for in this Agreement. The purpose of this Agreement is to clarify the relative roles and responsibilities of both parties.

NOW, THEREFORE, the Parties agree as follows:

1. **Health Care Services.** CRNA agrees to provide the following services:

1.1 Medical Services:

A. One resident Health Aide will be assigned to and located full time at the Mentasta Village clinic. Backup coverage will be provided from the CRNA Health Aide team to cover scheduled absences. For the initial 18 months of this agreement, CRNA will also employ a Medical Assistant at the Mentasta Village Clinic, and evaluate the potential for cross-training. All resident full time Health Aides assigned to Mentasta must be approved by Mentasta Tribal Council and undergo a criminal background check.

B. CRNA will continue to contract for services from Dede Duntze, ANP, at the current service level (1 day each week) until Ms. Duntze no longer wishes to contract.

C. Mentasta Tribal members are entitled to receive all standard IHS medical care services at the CRNA Robert Marshall Medical Campus.

D. CRNA will enter into an Agreement with TCC/Tok EMS to provide emergency care to Mentasta Tribal members as Tok is the closest EMS provider. The emergency care will be in accordance with CRNA Purchase and Referred Policy (attached). This decision may be reconsidered if another EMS provider begins to operate in the area.

1.2 Specialty Care. Mentasta Tribal members will be eligible to participate in the CRNA specialty care program for eyeglasses and contacts only. This limited entitlement will provide up to $300.00 per year for each Mentasta tribal member in need of eyeglasses and contacts. Mentasta Tribal members will not be eligible for other CRNA specialty care services (e.g., wellness services, dental, specialty care, hearing aids, laser eye care, cancer or life-threatening support or burial assistance from admin fund, etc.) as these services are supplemented with non IHS resources. Mentasta Tribal members may be eligible to access these other specialty care services for a fee.

1.3 Behavioral Health. CRNA will continue to provide behavioral health services under the current CBH grant for Mentasta Tribal Members. CRNA expressly acknowledges and understands Mentasta's sincere desire and intent to provide more robust behavioral health serves to Mentasta members and will work with Mentasta to explore all possible avenues to expanding and growing this service.

1.4 Dental. CRNA will provide dental services 2 days per month. This may include DHATs.

1.5 Elder Services. Mentasta elders are welcome to participate in CRNA Elder Service Programs that are provided at the CRNA Robert Marshall Medical Campus (i.e., elder meals, activities). CRNA will also provide an Elder Maintenance Service in the Village 1-2 days per month in order to complete necessary maintenance on elders' homes. No other elder services will

be provided in the Mentasta Lake Village, such as snow removal, chimney sweeping, repairs, etc., or water haul services.

1.6 Child and Youth Development (CYD) Services. Mentasta Tribal members are welcome to participate in CRNA CYD Programs provided at the CRNA Robert Marshall Medical Campus. No transportation will be provided for children and youth to attend CRNA CYD programs. CYD programs will not be provided in Mentasta Lake Village at this time, however if other resources become available, CYD programs may be provided in Mentasta Lake Village. Mentasta Tribal members are eligible to receive child care assistance for children under 13 that have been included in the child count provided to CRNA Child Care Development Fund.

1.7 Patient Transport. Mentasta Tribal members will be eligible for the Anchorage Service Unit (ASU) Medical Travel Reimbursement Program. Reimbursement under such program is not guaranteed and is only available if sufficient ASU travel funds are available and the CRNA/ASU Road Travel Reimbursement Policy is followed. Reimbursement occurs on a quarterly basis and no travel advances are available. This program is funded by ANMC ASU. Mentasta Tribal Members will be exempted from the requirement to use CRNA patient transport. No patient transport will be provided by CRNA or by CRNA patient transport drivers or vehicles.

1.8 Board Participation. CRNA will provide one Board seat for a representative from Mentasta. Such Board member will have voting privileges according to CRNA bylaws. Specifically, the Mentasta Board member will not be able to vote on services CRNA has not been authorized to provide for the Mentasta Lake Village.

2. Mentasta Obligations. Mentasta agrees to do the following:

2.1 Facility Maintenance. Mentasta will be responsible for maintenance and care of all Mentasta medical facilities.

2.2 Dental Equipment. Mentasta is responsible to ensure the dental exam room in the Mentasta clinic is adequately furnished.

2.3 Authorizing Resolution. Mentasta will provide a resolution authorizing CRNA to carry out the IHS services listed above using the resources delineated for Mentasta in the Mt. Sanford Tribal Consortium Funding Agreement.

3. Existing resources. Mentasta will have no claim to any CRNA assets, including land, buildings, or equipment procured or purchased by CRNA on or before September 30, 2023, and will have no claim associated with the following projects under development as of the date of this Agreement regardless of the date of completion: 1) Copper River land purchase of approximately 130 acres; 2) facility expansion of primary care and urgent care at the Robert Marshall Building; and 3) Building A, a building designed to house Child Development, Social Services, Training and Administrative functions. Future CRNA grant applications will include Mentasta in the grant service population if Mentasta has authorized CRNA to provide such services, and services may be extended to Mentasta at such time. Mentasta agrees to provide a list of current of programs and

grants that Mentasta is receiving through MSTC and CRNA agrees to assist in the performance of the grants to the best of their current capability and capacity.

4. Confidentiality.

CRNA must comply with all applicable confidentiality and privacy laws and regulations that protect patient health information and other individually identifiable information. CRNA may not inform Mentasta Tribal Council of health care or services provided to individual Tribal members.

5. Financial Terms.

5.1 Payment. Each party will be responsible for the costs of services provided under this Agreement.

5.2 Relationship of the Parties. This Agreement is not intended to establish an employer-employee relationship, joint venture, or partnership, either expressly or by implication, and shall not be construed or interpreted otherwise.

6. Cooperation.

6.1 Generally. Both Parties shall designate a representative as Primary Contact for purposes of this Agreement. In the event the Primary Contact changes, the party shall provide the other party with written notice within ten days (10) of the change. The Parties agree to communicate openly and completely about issues that may affect the quality or efficiency of the Services.

6.2 Assistance with Litigation or Claims. To the extent claims are made by a third-party or litigation is initiated relating to the Parties' performance of its obligations under this Agreement, the Parties agree to cooperate in responding to such claims, including to make its employees available to testify as witnesses or to make itself otherwise reasonably available to the other Party.

6.3 Assistance with Enrollment for Alternate Resources. Mentasta understands that the more Tribal members with alternate resources (such as Medicare, Medicaid, VA benefits, private insurance, etc.), the more resources will be available to maintain and expand services to and within Mentasta. Mentasta commits to assist CRNA in its efforts to enroll Mentasta Tribal members in all available alternate resources.

6.4 Communication. Both Parties agree that it is imperative for the Parties to retain open, honest and transparent communications. To that end, it is expected that the appointed Mentasta Voting Director will bring any issues or concerns of the Village to the Board at each Board meeting. Mentasta may also request to be added to any regular Board meeting agenda in order to have a discussion between the full CRNA Board and Mentasta Tribal Council Members. The Parties agree to listen to any issues, concerns, suggestions or recommendations by the other

Party and to make good faith efforts to resolve them to the Parties mutual satisfaction and to make all necessary amendments to this Agreement to formalize agreed upon changes.

6.5 Additional Resources. To the extent that Mentasta informs CRNA that additional resources are available to increase or expand services to Mentasta members, the Parties agree to make a good faith effort to increase or expand such services within a reasonable time frame and as memorialized in amendments to this Agreement. If CRNA declines to provide such additional increased or expanded services, it will provide the rationale for that decision in writing to Mentasta.

7. Legal Liability.

7.1 Each party shall be responsible for claims, losses, damages and expenses, which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

7.2 Notwithstanding Section 7.1, CRNA is a tribal organization performing functions under a contract with the United States authorized by the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301-5423. Consequently, CRNA is deemed to be part of the Department of Health and Human Services while carrying out any such contract, and its employees are deemed to be employees of the Public Health Service while acting within the scope of their employment in carrying out the contract. As such, they are protected from civil liability by various federal laws, including 25 U.S.C. §§ 5321(d), 1680c(d), section 314 of Public Law 101-512, and the provisions of the Federal Tort Claims Act (28 U.S.C. 1346(b), 2671-2680), including its defenses and immunities, will apply to CRNA. In performing its responsibilities under this Agreement, CRNA is acting as the arm of its member federally-recognized Tribes, and shares in the Tribes' sovereign immunity from unconsented suit. Nothing in this Agreement shall be construed to prejudice CRNA in any way or waive any of CRNA's rights or privileges pursuant to federal law, including-g the full protection and coverage of the Federal Tort Claims Act, including its defenses and immunities, nor does it waive CRNA's or its member Tribes' sovereign immunity from suit, nor does it waive any rights pursuant to the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301-5423, as amended.

7.3 Notwithstanding Section 7.1, Mentasta is a federally-recognized Indian tribe and nothing in this Agreement shall be construed to waive Mentasta's sovereign immunity from suit.

8. Amendments/Modifications.

This Agreement may be amended only in writing executed by the Parties.

9. Integration.

This Agreement incorporates and supersedes all prior Agreements by the Parties on the matters contained herein.

10. Assignments.

This Agreement may not be assigned, sold, transferred, or encumbered by either Party without the prior written consent of both Parties. Such consent may be withheld for any reason or no reason. Any attempts to assign this Agreement without consent shall be null and void, and the Agreement shall terminate.

11. Force Majeure

Each Party shall not be liable for its respective failure to perform any of its obligations under this Agreement if prevented from performing such obligation by a cause beyond its respective reasonable control which by the use of due diligence of CRNA or Mentasta, as the case may be, shall not have been able to overcome, including, but not limited to: acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action by the United States Government, including changes in existing legislation affecting the subject matter of this Agreement.

12. Dispute Resolution Process.

If a dispute should arise out of or related to this Agreement that the Parties are unable to resolve between themselves, the representatives of the Parties shall meet in a formal discussion session to attempt to resolve the dispute. If a satisfactory resolution is not achieved in that session, Mentasta may exercise its right to resign from CRNA or exercise any other right it may have under the Indian Self-Determination and Education Assistance Act and other applicable law. If Mentasta resigns in the future and a dispute arises over the distribution of assets, the Parties may agree to engage in binding or non-binding mediation to resolve the dispute. In such circumstances, the mediator must have at least seven or more years' experience working with the Alaska Tribal Health System and must be agreeable to both parties.

13. Compliance with Laws.

The Parties intend to fully comply with all applicable laws and regulations. The Parties agree that any portion of this Agreement, or any act or practice of the Parties in carrying out this Agreement, that is determined to be out of compliance with law shall be promptly amended or reformed.

14. Authority and Representations.

Each Party represents and warrants that: (1) it is authorized and empowered to enter into and perform this Agreement; (2) it has approved and authorized the execution, delivery, and performance of this Agreement insofar as it pertains to the obligations of the Party; (3) all action that may be necessary for the approval, execution, and delivery of this Agreement has been taken; and (4) all of the required and necessary approvals, authorizations, and actions are in effect at the time of the execution and delivery of this Agreement.

15. Signatures.

CRNA	Mentasta Traditional Council
By: Angela Vermillion 7/28/21 Angela Vermillion, CEO Date	By: Emmanuel Baker 7-29-21 (Authorized Representative) Date
Printed Name: Angela Vermillion	Printed Name: Emmanuel Baker
Title: CEO	Title: First Chief

FUNDING AGREEMENT
BETWEEN
CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
KODIAK AREA NATIVE ASSOCIATION
AND
THE SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2018–2020

This Funding Agreement is entered into by and between certain Alaska Native Tribes served by Kodiak Area Native Association and the Secretary of the Department of Health and Human Services of the United States of America. These Tribes have authorized the Kodiak Area Native Association to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its responsibilities as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, as amended (the Act), and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between the Kodiak Area Native Association (KANA) and certain other Co-Signers thereof and the United States in Fiscal Years 2018–2020.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Co-Signer, programs, activities, functions, and services from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in

the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and KANA will not be denied access to, or services from, Headquarters. Specifically, KANA will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to KANA. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files, and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve KANA's technical issue, OIT's support of KANA will include technical support needed on-site by KANA. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, Convert Site Data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska Connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X

1 All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-site Training Instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installation)			X
National Patient File (2000) Conversion			X
Envoy (WebMD) Installation			X
Additional Services – Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, KANA shall have access to training, continuing education, and technical assistance in the manner and to the same extent KANA would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Medicare and Medicaid Claims Processing. KANA may exercise its right pursuant to Section 401 of the Indian Health Care Improvement Act, as amended by P.L. 106-417, to submit claims directly to and recover directly from Medicare and Medicaid.

1.1.4 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR §§ 74.36 and 92.34, in works which IHS possessed, reproduced, published, and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by KANA under this and previous funding agreements and contracts KANA has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.1.5 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care components.

1.2 Historical PSFAs. KANA has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs have been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, KANA attached to its FY 2000 Funding Agreement Addendum 1 entitled "Memorialization of Historical Level of PSFAs Provided by Alaska Native Medical Center and Alaska Area Native Health Service." The PSFAs listed in this addendum are taken from KANA's FY 1999 Annual Funding Agreement. The addendum was attached to the FY 2000– Funding Agreement only for the purpose of identifying historical levels of PSFAs received by KANA from ANMC and AANHS, and is specifically not made a part of this Funding Agreement.

1.3 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

1.4 Access to Federal Insurance. IHS will assist KANA to obtain information about the coverage, rights, and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available), and the procedures by which KANA may exercise its rights under Section 409 of the IHCIA to have access to such Federal insurance for its employees.

Section 2 – Obligations of the Co-Signer. This Funding Agreement obligates KANA to be responsible for and to provide health PSFAs, identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this Funding Agreement and other funds as they may become available to KANA. This Funding Agreement further authorizes the Kodiak Area Native Association to consolidate and redesign PSFAs as provided in the Act and the Compact.

Section 3 - Tribal Programs and Budget.

Subject to the availability of funds, KANA agrees to administer the programs of IHS and provide and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. For purposes of this Agreement, KANA's General Budget Categories consolidate related health PSFAs as listed below. To the extent any Tribe, which authorized KANA to enter into the Compact on its behalf, has entered into a contract under Title I or a Funding Agreement under Title V of the Act, KANA will not be obligated to provide any program, activity, function or service (or portion thereof) incorporated into such contract or Funding Agreement, except that KANA may, subject to the availability of resources, provide some or all services to such a Tribe.[2]

KANA is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services. KANA has agreed to provide health care services to the Alaska Native and American Indian beneficiaries for the Kodiak Island Region. These services may include purchasing hospital services, including, but not limited to, in-patient, laboratory, radiology, radiography, ultrasound screening, and Emergency Room (ER) use through contract health; providing clinic services, including ancillary and support services, radiology radiography and ultrasound screening, Dental, Community Health Representative (CHR), Maternal Child Health (MCH), Community Health Aide/Practitioner Program (CHAP), Emergency Medical Service (EMS), Accident Injury Control and Prevention Program, Quality Control, Alcohol and Substance Abuse, Mental Health, Fetal Alcohol Syndrome/Fetal Alcohol Spectrum Disorders/Fetal Alcohol

[2] The Karluk I.R.A. Tribal Council entered into a Title I contract with the IHS that became effective on February 15, 1996, under which Karluk assumed responsibility for provision of the community health aide, community health representative and substance abuse programs.

Effects (FASD/FAE), immunizations (e.g., Haemophilus Influenza B), planning and implementation of an Electronic Health Records system, and special programs developed to ensure a broad, comprehensive continuum of care. KANA may also provide other PSFAs to meet the objectives of Section 3 of the IHCIA. PSFAs may be delivered in a variety of settings, including, but not limited to, clinics, homes, schools, and other community settings. KANA provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with Tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of KANA at KANA's discretion.

3.1 Hospital Services: Hospital services for KANA beneficiaries are provided principally by ANMC, or at KANA's discretion, may be provided through Contract Health Care in association with Providence Kodiak Island Medical Center, utilizing KANA Medical Staff, Providence Kodiak Island Medical Staff, and other local providers. These services may include other services that may be available on Kodiak Island on an inpatient, outpatient, or itinerant basis by Providence Kodiak Island Medical Center.

Beyond the medical services/activities furnished under this subsection, a referral/transport and case management system will be maintained, subject to funding limitations. This system includes the villages, Kodiak, and/or care provided at the next higher level of care.

3.2 Regional Health Services and Treatment and Support Services: The following programs will be provided subject to availability of funds. These include medical, behavioral and dental health care, and community and village-based clinics, programs, and services.

3.2.1 Behavioral Health Services

3.2.1.1 Alcohol and Drug Abuse Services: Provides services to reduce and prevent substance abuse and associated problems through inpatient and outpatient services, prevention/education, early intervention, referral services, transitional/residential care services, residential family treatment camp. and other treatment camps (such as the annual "Spirit Camp"), outpatient based treatment (such as KANA gatherings), outreach services and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including fitness activities, individual assessment and referrals, individual and group counseling, including anger management classes, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship, and aftercare;

3.2.1.2 Other Behavioral Health Service: Provides broad, comprehensive services to address family, child, adolescent, and community behavioral health problems through direct services, psychology services, crisis hotline, and referrals to other providers, including the Providence Kodiak Island Mental Health Center programs and services. As needed, a visiting psychiatrist provides mental health services in Kodiak. Psychiatric services include assessments, medication assessment and management, clinical direction to medical staff and behavioral health staff, and patient and provider education, including continuing medical education; and

3.2.1.3 Community child welfare and family services that respond through a multidisciplinary approach to child physical abuse, sexual abuse, and neglect and other conditions that place a child at physical or emotional risk, advocacy, foster home advocacy and supportive services, and other social services.

3.2.1.4 A combination of practices and resources are utilized throughout Behavioral Health Services, including a variety of western counseling methods and traditional modalities. The traditional modalities are used as channels for mental and emotional healing and are based upon traditional healing accepted in the KANA region and subsistence and culturally-based activities. A variety of activities may be utilized including boating, camping, fishing, hunting, trapping, gathering foods, community gatherings, and meeting with elders. These services may be provided by behavioral health aides, and village based counselors. Traditional health care services will be provided in accordance with 25 USC § 1680u.

3.2.2 Dental Services: Provides broad comprehensive services, including orthodontics and oral surgery, to improve dental health and/or lower the incidence of dental disease. The field dental program offers regularly scheduled visits to all villages on Kodiak Island.

3.2.3 Community Health Representative Services: Provides village-based services to determine health needs, improve health knowledge, and to promote healthy lifestyles and practices; provides advocacy services; provides administrative services.

3.2.4 Maternal Child Health Program: Provides prenatal care, family planning and newborn patient education, assistance in risk screening, and coordination of prenatal care.

3.2.5 Emergency Medical Services (EMS): Provides services to lower the incidence of death and disability; provides various levels of EMS training, including training for staff and volunteers within the various communities served by the Village Response Teams (VRT), and facilitates development of emergency response infrastructure.

3.2.6 Community Health Aide Program: Provides primary health care services, including telemedicine, telehealth, telepharmacy, and teleradiology services; community health aide, dental health aide therapist, and Behavioral Health Aide training, supervision and services under the *Standards and Procedures* of the IHS CHAPCB; and provides training support, supervision, quality assurance/CQI, logistic, and administrative services for the Community Health Aide Program.

3.2.7 Purchased/Referred Care: Provides services to beneficiaries at facilities other than KANA's Ambulatory Care Clinic. These services supplement those provided by SCF. Services provided include, but are not limited to: hospital care (both inpatient and ER), optometry services, radiology services, laboratory services, other clinical services, traditional, complementary and alternative medicine.

3.2.8 Other Health Programs: Health programs, which include, but are not limited to the following:

3.2.8.1 Fetal Alcohol Spectrum Disorders (FASD) prevention, public awareness, education, improve the lives of those already affected through diagnosis (in collaboration with local area service providers), intervention, advocacy, and resources development;

3.2.8.2 Family centered early intervention, assessments and support for children at risk of experiencing developmental delays, youth programs to promote mental and physical health and incorporate cultural values and community and family involvement, and programs to encourage youth to pursue education and training, including youth mentoring programs;

3.2.8.3 Prevention programs, including tobacco prevention, cessation, and control and healthy heart program;

3.2.8.4 Alaska Native Sobriety & Alcohol Control Program, including chemical dependency training program;

3.2.8.5 Nutrition services provide supplemental foods and nutrition education, counseling, and other services for women, infants, children, and others who are at nutritional risk;

3.2.8.6 HIV/AIDS prevention and education program;

3.2.8.7 Comprehensive programs to reduce diabetes and encourage healthy and subsistence-based lifestyles and individual and community wellness, through community and individual activity, physical fitness, and wellness programs, including such programs as culturally-appropriate arts and crafts programs, providing a fitness and wellness center, sponsorship and direction of youth and adult team sports, and other physical fitness activities and events;

3.2.8.8 Supportive and elder care services;

3.2.8.9 Community safety and violence prevention services, including participation in the community Sexual Assault Response Team and delivery of related prevention and treatment services, including providing training for and delivery of sexual assault exam services, family violence services, spirit camps, women's wellness conferences, men's wellness conferences and other gatherings, and women in crisis community program;

3.2.8.10 Community safety and injury prevention program that may include participation in local first responder teams, providing health and medical services to community patrols, and liaison with tribal, local, state, and federal governments and agencies directed at preventing intentional and unintentional injuries and death; and services for the protection of individuals impaired by alcohol and substance abuse and mental health crises;

3.2.8.11 Village-built clinics and other village and community facilities used in support of programs under this Funding Agreement;

3.2.8.12 Village based environmental health programs services, including those which support and enhance a subsistence lifestyle and water safety (including participation in public processes and policy making commissions and councils), the Rural Alaska Sanitation Housing Inventory Survey, and the lead paint assessments and inspections;

3.2.8.13 Disaster Preparation including purchase of single side band radios;

3.2.8.14 Provide tribal operations, technical support, and administration on request of tribes served by KANA; and

3.2.8.15 Comprehensive habilitation and rehabilitation programs, and related services, designed to assist individuals and their families to lead healthy, productive lives and engage fully in age-appropriate activities; such programs include, but are not limited to: for higher risk individuals, vocational rehabilitation, assistance, education, and training; services directed at assuring children and youth the opportunity to participate in educational and other healthy age-appropriate activities, including student support activities; health oriented education; socialization; health screening; growth and nutritional assessment; individualized culturally appropriate child development services; family services; family involvement; and financial support to assist KANA beneficiaries to be prepared to pursue health related careers.

3.2.8.16 Traditional healing services are provided in coordination with existing western medical services and complementary and alternative health services demonstrated to be reasonably safe and effective and indicated for the patient's diagnosis or condition may be provided following referral from a primary care provider (defined as a MD, DO, DDS, DMD, PA or ANP). Traditional health care services will be provided in accordance with 25 USC § 1680u.

3.2.8.17 Home Care and Other Community Based Services: through a combination of western methods and traditional modalities, home care and other community-based services provides care coordination, assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to individuals who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and community-based services also provides palliative and other end of life services, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities and engages in planning and development of additional services. These services will be provided in accordance with Section 205(a)(2), of the IHCIA, as amended 25 U.S.C. § 1621d.

3.2.8.18 Long Term Care and Hospice Services: Long term care services, including palliative care training and support to families and caregivers, and volunteer hospice services. These services will be provided in accordance with Section 205(a)(3) & (4), of the IHCIA, as amended 25 U.S.C. § 1621d.

3.2.9 Health Services Training: KANA provides health services training through offering sites for medical students, interns, residents, and other individuals obtaining training in the health and dental professions, including clinical preceptorships, mentoring, shadowing, training, and supervision.

3.2.10 Public Health and Epidemiology: Directly and/or through ANTHC, including its Epidemiology Center, KANA carries out public health, epidemiology, and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purpose of:

3.2.10.1 preventing or controlling disease, injury, or disability;

3.2.10.2 reporting disease, injury, and vital events such as birth and death; and

3.2.10.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.2.11 Support Services: a complement of services required to support the provision of health services to the Kodiak region may include, but is not limited to: interpreting and translation services; dietetics/nutrition services, including services associated with health promotion and disease prevention; operations and facilities management; security; human resources; administration and board support; infection control; patient (including escorts, in accordance with Section 213(a) of IHCIA, as amended at 25 U.S.C. § 1621*l*) and employee travel and travel management (to include airplanes, motor vehicles, boats, all terrain vehicles and other forms of transportation common to the Kodiak region, including vehicles owned or leased by KANA and privately owned vehicles used in the performance of the PSFAs under this Funding Agreement); patient case management (to include arranging for, assisting with, and providing emergency and routine patient transportation); contract and property management; staff and provider housing; telecommunications; financial management (to include patient registration, billing, collection, coding and other business office functions); Medicare and Medicaid and other benefits enrollment services; credentialing; and quality improvement activities, including peer review.

3.2.12 Administrative Services: develops, interprets, coordinates, and administers the organization's policies on finance, accounting, payroll, insurance, data processing, internal controls, auditing, material management, legal, corporate compliance, and human resources, including the following:

3.2.12.1 Human Resources: generally provides personnel services (to include staffing, recruitment, and retention); job classification; pay and benefits administration; training and development; employee relations; human resources information systems; and Native hire.

3.2.12.2 Finance: performs accounting, statistical records, payroll, accounts payable, grant requests and administration, reporting, and other finance activities, and coordinates reimbursement, budgeting, and forecasting programs, cash management, and annual third party audits.

3.2.12.3 Technology/Telecommunication Services: directs, coordinates, and executes telecommunications, telephone, data processing, Help Desk support, training and education, network and information management for operations and regulatory compliance;

provides maintenance, inventory, and equipment repair and disposal; coordinates regional and statewide efforts for telemedicine, telehealth, telepharmacy, and teleradiology services; and planning and implementation of an electronic health record system.

3.2.12.4 Office of the President & CEO: manages the affairs and property of KANA in accordance with direction from the Native peoples of the Kodiak region acting through the Board of Directors. This office includes the President & CEO, Vice-President of Health Services, Vice President for Community, Director of Administration, Finance Director, Chief Financial Officer, and Operations Director. Functions as liaison with local, regional, state, and national entities to address legislative issues, grants, contracts, funding, and planning. Develops and monitors public relations strategies and facilities planning as appropriate.

3.2.12.5 Facilities Management and Planning: provides assistance, planning, design, management, and general contracting for construction, demolition and clean-up, renovation, maintenance, security, and operation of all facilities and properties used by KANA under this Funding Agreement. When appropriate, KANA collaborates with public and private parties to construct, lease, or otherwise obtain necessary facilities.

3.3 Board of Directors. The board actively provides policy and direction for KANA for the benefit of the ten Federally recognized tribes on Kodiak Island.

3.4 Other Programs/Services Funded. This Funding Agreement includes programs, functions, services, and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services, and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.5 Reallocation and Redesign: Any new health care program resulting from the reallocation of funds and redesign of programs during the fiscal year which will be in accordance with terms of the Compact.

3.6 Federal Tort Claims Act. The Federal Tort Claims Act applies to KANA's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

3.7 Non-IHS Funding. KANA will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Sections 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.8 Tribal Facilities and Locations. KANA operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix E, which will be submitted prior to the effective date of this Funding Agreement, and will be incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

3.9 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, KANA shall be the payer of last resort.

Section 4 – Amounts Available During the Term of the Funding Agreement

4.1 The following amounts shall be available to KANA in Fiscal Year 2018 pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of the Act.[3]

	Annual Funding
Recurring base: Inclusive of all recurring funding, including recurring contract support funds.[4]	$ 7,321,695
Non-recurring funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[5]	$ 2,677,209
Subtotal: This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreement]	$ 9,998,904
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement.[6]	$ 335,711

[3] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and KANA for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

[4] A breakout of these recurring funds is shown in Appendix A. See Footnote 4.

[5] These non-recurring funds are shown in Appendix A. See Footnote 4. Other non-recurring funds will not be specifically identified in this Funding Agreement, but will be provided to KANA in the future to the same extent as they have been provided historically.

[6] Funds from Area were distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A. In addition to the Funding amount, prior to the effective date of Section 325 of P.L. 105-83, KANA restricted Area tribal shares in an

	Annual Funding
Headquarters - Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$ 237,893
Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	$0
Subtotal – Tribal Shares[8]	$ 573,604
TOTAL COMPACT FUNDING[9]	$10,572,509

These amounts are subject to additions for reimbursements and for new funds received during the term of this Funding Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the Act. Any amounts remaining unspent under Contract No. 243-88-0010 or previous funding agreements, after adjustment and reconciliation of the withheld amounts for IPA/MOA, supplies, and services, as of the last day of the fiscal year, shall be included in this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $35,726 are for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due KANA was determined by multiplying the FY 2017 Equipment Replacement amount paid to KANA by 90%. The final Equipment amount paid in FY 2018 will be based on the final FY 2018 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2018 Equipment Replacement allocation, is less than the 90% calculation, KANA will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

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amount identified as "Subtotal Area TS Amount" in the "KANA Restricted" column on Page 1 of Appendix A. Also see Addendum 2 regarding these funds.

7 Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the annual funding amount, KANA is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "KANA Restricted" column on Page 1 of Appendix A. KANA has restricted Headquarters TSA funds identified in lines 126 and 137 of Appendix A.

8 It does not include certain Headquarters' tribal shares for which the amount or availability have not been determined. This amount will be adjusted to make available all tribal shares for which KANA is eligible.

9 For the reasons noted regarding the amounts that make up this total and because full funding amounts for under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

Of the amount shown above for non-recurring program funds, $64,540 are for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as a part of the lump sum due KANA was determined by multiplying the FY 2017 Routine M&I amount paid to the Co-Signer by 90%. The final Routine M&I amount paid in FY 2018 will be based on the final FY 2018 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2018 Routine M&I Allocation, is less than the 90% calculation, KANA will return the difference to the IHS. *See also* Appendix A, footnote to line 19 on page 6.

The Recurring Base amount shown above includes $113,195 that KANA received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2018, 2019, and 2020 Interior Appropriations Act (Act) or Congressional Reports. After the Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring KANA's signature as described in Section 12 [Amendment or Modification of this Funding Agreement].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to KANA's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add KANA's diabetes grants and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to KANA as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. KANA will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. KANA will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the FY/CY covered by this agreement, which represents the parties' estimate of KANA's full CSC requirement pursuant to 25 U.S.C. § 5325, is $3,017,166, including $440,222 for direct CSC and $2,576,944 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three year (FY 98–FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001–FY 2002). IHS and KANA have subsequently agreed to additional extensions through FY 2020. IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA Amounts[10]	FY 97	FY 2020
Equipment Replacement Funding	Not Included	N/A
Area Tribal Shares	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede PSFAs, as provided in Section 12.3 [Due to Addition of New Programs].[11] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. KANA also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs, and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 6.2 [Proposals by Authorizing Tribes]. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of this Funding Agreement] of this Funding Agreement shall be paid to KANA, in accordance with Article II, Section 4 (a) [Payment Schedule] of the Compact; payment to KANA to be made as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer.

10 Compact base budgets for TSA amounts shall be considered as a whole (entire Compact amount) and shall be subject to adjustment of the internal allocation subject to Compact agreements.

11 This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

5.2 Availability of Tribal Shares. KANA will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withholding.[12] KANA may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to KANA are set forth in the Buyback/Withhold Agreement between IHS and KANA, which is attached as Appendix D to this Funding Agreement and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2018 shall be .285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of IHS or any Co-Signer, such Buyback Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to KANA under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of KANA by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to KANA in this Funding Agreement shall be adjusted as necessary, after KANA has been notified of such pending action and subject to any rights which the Co-Signer may have under this Funding Agreement, the Compact, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs, (or portions thereof) under a contract or annual Funding Agreement pursuant to the Act, adjustment to funding amounts and responsibilities of KANA under this Funding Agreement will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated, or maintained by KANA shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that

7.1.1 patient medical records, financial records, and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

12 As noted in Appendix A, KANA opts to withhold the minimum initial estimated amounts and buyback services as detailed in Appendix A.

7.1.2 pursuant to Section 105(o) of Title I, the medical records generated by KANA shall, at the option of KANA be stored with the National Archives and Records Administration, and KANA shall have access to such records.

7.2 Confidentiality Standards. KANA will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162 and 164. If a record is not subject to HIPAA, KANA will maintain the confidentiality of its patient records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 – Program Rules. The Kodiak Area Native Association will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance only with:

> The Joint Commission (formally known as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO)) or other equivalent standards for Ambulatory Care Facilities, as applicable; and IHS Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, KANA does not agree to be subject to any agency circular, policy, manual, guidance, or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. KANA agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where KANA has bought back services from IHS. IHS will annually, or upon renegotiation, provide to KANA a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to KANA. In administering these leases, IHS will work with KANA to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Maintenance and Improvement Funds. KANA agrees to use maintenance and improvement funds received through this Funding Agreement in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Acts for FYs 2018, 2019, and 2020 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

9.3 The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless KANA has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §

137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix F. Where KANA plans to undertake an action, as described in Appendix F, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and KANA has not assumed these responsibilities, KANA will provide IHS with a Project Summary Document (see Appendix G-4) and a completed Environmental Information and Documentation Form (see Appendix G-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by KANA until IHS completes its compliance responsibilities and so advises KANA with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 10 – Retrocession and Discontinuance.

10.1 Retrocession. The retrocession provisions of Section 506(f) of the Act, are herein adopted, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below.

Retrocession may be effective with less than one year's notice, providing the Tribe or Village requesting retrocession, KANA, and IHS agree to an effective date of less than one year from the date of retrocession request.

10.2 Discontinuance. KANA may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and IHS.

10.3 Withdrawal Procedures.

10.3.1 Process. Unless prohibited by law and in accordance with Section 506(g) of the Act, a tribe or tribal organization may fully or partially withdraw from a participating tribal organization its share of any program, function, service, or activity (or portions thereof) included in the Compact or Funding Agreement, and such withdrawal shall become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on –

10.3.1.1 The earlier of

10.3.1.1.1 One year from the date of submission of such request; or

10.3.1.1.2 The date on which the Funding Agreement expires; or

10.3.1.2 Such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian tribe or tribal organization.

Section 11 – Consolidation of Contracts and Previous Funding Agreements. The contracts listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, activities, functions, services, materials, and facilities provided to the Tribes represented by Co-Signer.

Contract: #243-88-0010.

Section 12 – Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through KANA as authorized by resolution, the Kodiak Area Native Association, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should KANA determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from the Co-Signer back to IHS and the pro-rata share of funding for that program, activity, function, or service shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

12.3 Due to Addition of New Programs. Should KANA determine that it wishes to provide a program, service, function, or activity of IHS not included in this Funding Agreement, KANA shall submit a proposal to IHS to provide such program, service, function, or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, KANA may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS, the Alaska Area Office shall prepare within 30 days an amendment to this Funding Agreement and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. KANA shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements, and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to Co-Signer. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

12.5 Other Adjustments. Upon written authorization by KANA and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to KANA, for the purpose of reimbursing IHS for services or equipment provided to KANA to assist KANA in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by KANA shall be submitted in writing to IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraph 12.4 [Due to Availability of Additional Funding], and 12.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by KANA shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of KANA shall only be required for issuing amendments for those funds which:

12.7.1.1 Require a change to Section 3 [Tribal Programs and Budget];
12.7.1.2 Require a specific commitment by KANA (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
12.7.1.3 Reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;
12.7.2.2 Program/Area/HQ End-of-Year Distributions;
12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, KANA will return the unused amount to IHS CHEF account;
12.7.2.4 CHS Deferred Services;
12.7.2.5 Routine Maintenance & Improvement; or
12.7.2.6 Collections and reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to KANA after any such funds are added to the Funding Agreement. KANA retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13 – Third Party Recoveries. Any funds recovered by KANA through the filing, litigating, or settling of a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by KANA, or for such services previously provided by IHS in a PSFA now operated by KANA, shall be the property of the Co-signer and shall be considered program income to be utilized by KANA as provided in Article III, Section 7 [Program Income] of the Compact. Any prospective recovery of funds for such services shall

likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the Compact.

Section 14 – Memorandum of Agreement with Member Villages. Funds provided under this Funding Agreement may be allocated to and expended by an Alaska Native Village (Village) which is a party to this Funding Agreement in accordance with the terms of the Compact, this Funding Agreement, and a Memorandum of Agreement (MOA) approved by KANA and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by KANA. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. KANA shall be responsible for assuring compliance by the Village with the Compact, this Funding Agreement, and the MOA.

Section 15 – Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" 25 U.S.C. 1680c(b)(1)(B). The KANA Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 05-07. Resolution 05-07 is attached as Appendix B and incorporated by reference herein. KANA may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 05-07. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 16 – Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at the KANA's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion, and resolution as appropriate. KANA does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 17 – Severability. This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 18 – Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), KANA exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

18.1. 25 U.S.C. § 5304(e) (definition of "Indian Tribe");

18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);

18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);

18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);

18.5. 25 U.S.C. § 5328(b) (conflicting provisions of law);

18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);

18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);

18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);

18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Effective Date and Duration.

This Funding Agreement became effective on October 1, 2017, and will remain in effect through the 2020 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of
Department of Health and Human Services

By:_____
Director, Indian Health Service

Date:_____

Kodiak Area Native Association on Behalf of Itself and Certain Alaska Native Tribes, Identified in Exhibit A of the Compact

By:_____
Andrew P. Teuber, President and CEO

Date: 4/24/19

Appendix A

FY 2018 Financial Summary

Kodiak Area Native Association

Appendix A - Financial Summary Tribal Shares Funding Agreement FY 2018

Tribal Share Summary Kodiak Area Native Association	FY 2018 Negotiated Amount	KANA Restricted	Total Due KANA	Initial Lump Sum Payment
Area TS Amount	$350,523	$14,812	$335,711	$335,711
	0		0	0
Subtotal Area TS Amount	$350,523	$14,812	$335,711	$335,711
Headquarters TSA Amount	$268,141	$30,248	$237,893	$237,893
Headquarters Other Program Formula (OEHE)	$1,259	$1,259	$0	$0
Subtotal Headquarters TS amounts	$269,400	$31,507	$237,893	$237,893
Total Tribal Shares	$619,923	$46,319	$573,604	$573,604

Driving Variables Kodiak Area Native Association	FY 2018
Population (2010 Census AN/AI population)	2488
Tribes (Federally Recognized Tribes)	10
Recurring Base - FY 2013 (less VBC)	$6,888,458
Percentage of Total Area TS (of all Alaska Tribes)	2.64584%
Percentage of ATHC (of all Title V Alaska Tribes)	2.67864%
Number of MOA employees	3
Number of IPA employees	0

Individually Restricted Items Kodiak Area Native Association	FY 2018
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Kodiak Area Native Association

Line #	FY 2018 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	KANA AK Dist.	KANA Retained	KANA Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,692,041	$0		$0	$11,692,041	$309,353		$309,353
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) fun	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTH	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$13,709	$13,709	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$5,209		$5,209
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$5,163	*$0*	$5,163
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$24,082	$13,709	$10,372
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-(	$5,941,211	$244,466		$5,127,476	$569,269	$15,062		$15,062
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$1,102	$1,102	$0
23	Health Facilities/Main./ Spec. Pr	$1,365,811	$114,204		$1,216,669	$34,938	$924		$924
24	Subtotal OEHE	$7,455,910	$451,352	$0	$6,358,692	$645,866	$17,089	$1,102	$15,986
25	**TOTAL AREA OFFICE**	$33,681,748	$3,345,814	$1,580,233	$15,507,619	$13,248,083	$350,523	$14,812	$335,711

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2018 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs".

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY18 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of spac

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Kodiak Area Native Association

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares KANA Eligible shares *Column 3*	Co - Signer 0% Retained *Column 4*	Co - Signer 0 Due *Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$3,946,697	460,974	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	138,054	$3,698	$0	$3,698
	105	Management Initiatives		x		$2,044,146	238,756	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,360	11,183	$300	$300	$0
	107	H.P./D.P. Initiatives	x	x		$3,471,665	199,915	$5,355	$0	$5,355
	110	N.E.C.I.	x			$1,105,341	123,881	$3,318	$0	$3,318
	111	Nurse Initiatives	x			$1,282,333	140,310	$3,758	$0	$3,758
	112	Nursing Co-steps	x			$645,848	72,377	$1,939	$0	$1,939
	113	Chief Clinical Consultant	x			$276,687	31,013	$831	$0	$831
	115	Emer. Medical Svcs	x			$464,126	41,882	$1,122	$0	$1,122
	117	Traditional Advocacy Prog.	x			$100,341	11,245	$301	$0	$301
	118	Research Projects	x			$1,278,011	142,504	$3,817	$0	$3,817
	119	A.A.I.P. Contract	x			$26,668	2,987	$80	$0	$80
	120	Clinical Support Center-Phoenix	x			$1,735,059	203,764	$5,458	$830	$4,628
	121	Co-steps Non-physicians	x			$81,435	9,113	$244	$0	$244
	123	Physician Residency	x			$276,045	30,940	$829	$0	$829
	124	Recruitment/Retention	x			$2,050,205	229,787	$6,155	$0	$6,155
	125	U.S.U.H.S., etc.	x			$3,056,143	342,545	$9,176	$0	$9,176
	126	DIR Support Fund	x			$24,857,207	2,756,438	$73,835	$20,526	$53,309
	127	Evaluation	x			$1,060,897	118,925	$3,186	$0	$3,186
	128	National Indian Health Board	x			$458,033	50,990	$1,366	$0	$1,366
	129	Albq./HQ Administration	x			$889,447	112,439	$3,012	$0	$3,012
	130	Nutrition Training Center	x			$344,240	41,707	$1,117	$0	$1,117
	131	Diabetes Program- Albq./HQ	x			$1,287,625	150,412	$4,029	$0	$4,029
	132	Cancer Prevention- Albq./HQ	x			$715,279	84,080	$2,252	$0	$2,252
	133	Health Records	x			$135,956	12,015	$322	$0	$322
	134	AIDS Program	x			$421,975	78,637	$2,106	$0	$2,106
	135	Handicapped Children	x			$345,268	40,679	$1,090	$0	$1,090
	137	National OIT Sup.- Albq./HQ	x			$8,272,974	923,758	$24,744	$6,879	$17,865
	154	Prescription Drug Monitoring	x			$1,000,000	114,900	$3,078	$0	$3,078
Dental Health							-			
	201	IHS Dental Program	x			$2,480,872	296,334	$7,938	$0	$7,938
	202	IHS Dental Program- Program formula		x		$5,211,934		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			$8,457,806	170,804	$4,575	$0	$4,575
	302	C.M.I. Grants	x			$620,933	69,307	$1,856	$0	$1,856
	303	National Conference	x			$106,289	11,849	$317	$0	$317
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			$3,095,464	507,902	$13,605	$0	$13,605
	402	Collaborative Initiatives	x			$834,554	47,681	$1,277	$0	$1,277

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Kodiak Area Native Association

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares KANA Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		$8,226,856	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,264,397	349,118	$9,352	$0	$9,352
Public Health Nursing										
	601	Preventive Health Initiatives	x			$937,654	101,709	$2,724	$0	$2,724
	602	Preventive H. Init. - Prog. Formula		x		$2,383,258		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			$1,133,793	127,796	$3,423	$0	$3,423
CHR										
	801	IHS CHR Program	x			$2,369,315	263,085	$7,047	$0	$7,047
Direct Operations										
	1301	Direct Operations	x			$13,737,638	1,545,170	$41,390	$0	$41,390
	1301a	Direct Operations- OIT	x			$2,694,943	303,120	$8,119	$1,713	$6,406
	1302	Direct Ops Dental	x				-	$0	$0	$0
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		$2,312,098	$344,599	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,569,222	$209,781	$795	$795	$0
	2403	Facilities & Property Support		x		$2,269,845	$225,735	$12	$12	$0
	2404	Facilities Engineering Support		x		$1,359,652	$0	$0	$0	$0
	2405	Engineering Services Support		x		$479,120	$102,635	$452	$452	$0
TOTAL TSA AMOUNT						$94,470,826	$9,895,455	$265,063	$30,248	$237,893
TOTAL PROGRAM FORMULA AMOUNT						$29,802,828	$1,582,480	1,259	$1,259	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$125,273,654	$11,592,835	$269,400	$31,507	$237,893

Column 1 - All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septer
Column 2 -All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septen
Includes Chickaloon, Knik and All Alaska HQE TS. Does not include T-I shares.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provide
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2017 will be add
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution met
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution met
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Kodiak Area Native Association** **58G950027**

Contract/Compact Period October 1, 2017 through September 30, 2018

Initial Negotiated Annual Funding Agreement							
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.026458395		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$2,264,157		$88,515	$137,982	($204,781)	$2,285,874
2	Dental	$40,343		$5,426	$7,938	$0	$53,707
3	Mental Health	$56,760		$33,430	$6,749		$96,940
4	Alcohol & Substance Abuse	$507,713		$22,079	$14,882		$544,674
5	Public Health Nursing	$2,205		$3,174	$2,724		$8,104
6	Health Education	$853		$6,580	$3,423		$10,856
7	Community Health Representati	$254,378		$2,386	$7,047		$263,811
8	Immunization (AK only)	$1,576		$9,134	$0	$0	$10,710
9	Direct Operations	$8,595		$111,913	$47,796		$168,304
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$3,136,580	$0	$282,637	$228,541	($204,781)	$3,442,978
15	Purchased/Referred Care	$3,744,893		$37,088	$9,352		$3,791,332
16	Environmental Health Support	$0		$15,062		$0	$15,062
17	Facilities Support	$0		$924			$924
18	OEHE Support	$0			$0		$0
19	Maintenance & Improvement	$0	$64,540		$0		$64,540
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$35,726				$35,726
23	TOTAL, Facilities	$0	$100,265	$15,986	$0	$0	$116,252
24	Current year CSC Direct	$440,222					$440,222
25	Current year CSC Indirect	$0	$2,576,944				$2,576,944
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$440,222	$2,576,944	$0	$0	$0	$3,017,166
29	Quarters	$0					$0
30	Contract Health Services (Prior '	$0					$0
31	Indian Health Facilities (Prior Y	$0					$0
32	Others	$0					
33	TOTAL, Other	$0		$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$7,321,695**	**$2,677,209**	**$335,711**	**$237,893**	**($204,781)**	**$10,367,728**

Footnotes:

The FA program funding amount in column 1 and 2 are as of amendment number 12, dated 9/23/2017

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in with Sec. 4 of the FA.

Kodiak Area Native Association
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, S — **No** (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" : — **Yes** (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs	$586,652	$8,970	$1,672	$597,294	$49,774	$199,098
Supply Service Center			$0	$0	$0	$0
Other	$17,000		$48	$17,048	$1,421	$5,683
SUBTOTAL H & C	$603,652	$8,970	$1,720	$614,342	$51,195	$204,781
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL ENVIRONMENTAL HI	$0	$0	$0	$0	$0	$0
Withhold Total	**$603,652**	**$8,970**	**$1,720**	**$614,342**	**$51,195**	**$204,781**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 months i

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agr

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .

Name of Tribe/Tribal Org. **Kodiak Area Native Association** **58G950027**

Contract/Compact Period October 1, 2017 through September 30, 2018

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.026458395		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$2,264,157		$88,515	$137,982	($204,781)	$2,285,874
2	Dental	$40,343		$5,426	$7,938	$0	$53,707
3	Mental Health	$56,760		$33,430	$6,749		$96,940
4	Alcohol & Substance Abuse	$507,713		$22,079	$14,882		$544,674
5	Public Health Nursing	$2,205		$3,174	$2,724		$8,104
6	Health Education	$853		$6,580	$3,423		$10,856
7	Community Health Representativ	$254,378		$2,386	$7,047		$263,811
8	Immunization (AK only)	$1,576		$9,134	$0	$0	$10,710
9	Direct Operations	$8,595		$111,913	$47,796		$168,304
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$3,136,580	$0	$282,637	$228,541	($204,781)	$3,442,978
15	Purchased/Referred Care	$3,744,893		$37,088	$9,352		$3,791,332
16	Environmental Health Support	$0		$15,062		$0	$15,062
17	Facilities Support	$0		$924			$924
18	OEHE Support	$0			$0		$0
19	Maintenance & Improvement	$0	$64,540		$0		$64,540
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$35,726				$35,726
23	TOTAL, Facilities	$0	$100,265	$15,986	$0	$0	$116,252
24	Current year CSC Direct	$440,222					$440,222
25	Current year CSC Indirect	$0	$2,576,944				$2,576,944
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$440,222	$2,576,944	$0	$0	$0	$3,017,166
29	Quarters	$0					$0
30	Contract Health Services (Prior Y	$0					$0
31	Indian Health Facilities (Prior Ye	$0					$0
32	Others	$0					
33	TOTAL, Other	$0		$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$7,321,695**	**$2,677,209**	**$335,711**	**$237,893**	**($204,781)**	**$10,367,728**

Footnotes:

The FA program funding amount in column 1 and 2 are as of amendment number 12, dated 9/23/2017

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in acc with Sec. 4 of the FA.

The Alaska Area & HQ OFA have collaborated, communicated, and cleared the funding distribution for the Alaska Title V Compact and its FAs for FY2018 including the funding shown above for the KANA.

Financial Management Officer 7/25/18 Date

Appendix B

Resolution No. 05-07

KODIAK AREA NATIVE ASSOCIATION
BOARD OF DIRECTORS
Resolution No. 05-07

TITLE: DELIVERY OF HEALTH CARE SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE

WHEREAS, the Kodiak Area Native Association is a tribal consortium of federally recognized Alaska Native tribes on Kodiak Island; and

WHEREAS, the Kodiak Area Native Association (KANA) has been controlled, sanctioned, and chartered by the governing bodies of the Alaska Native villages on Kodiak Island to undertake all available opportunities under the Indian Self-Determination and Education Assistance Act (ISDEAA), as amended, to promote Alaska Native control, management and operation of all health programs serving the Alaska Native people of Kodiak Island, and such authorization has been expressed in the form of resolutions on file with the Alaska Area Office of the Indian Health Service; and

WHEREAS, based on the authorizations provided by the federally recognized tribes of Kodiak Island, KANA is a "tribal organization" under Section 4(*l*) and 501(b) of the ISDEAA, as amended [25 U.S.C. § 450b(*l*) and 458aaa]; and

WHEREAS, KANA operates health programs and facilities under the terms and conditions of the Alaska Tribal Health Compact and funding agreements negotiated between KANA and the Department of Health and Human Services, Indian Health Service under Title V of the ISDEAA, as amended; and

WHEREAS, the Indian Health Care Improvement Act, section 813(b)(1)(B), authorizes the governing body of KANA to determine whether, and to what extent, KANA will provide services to individuals not otherwise eligible for health services funded by the Indian Health Service (*i.e.*, "non-beneficiaries"); and

WHEREAS, Section 813 further provides that the governing body shall consider whether the provision of such services will result in a denial or diminution of services to eligible Indians, and whether there are reasonable alternative health facilities or services available to serve these non-beneficiaries; and

WHEREAS, the KANA Board of Directors makes the following findings and determinations regarding KANA providing services to non-beneficiaries living in the remote communities on Kodiak Island:

1. KANA operates the only health programs in the Kodiak Island villages of Akhiok, Karluk, Larsen Bay, Old Harbor, Ouzinkie, and Port Lions, and there is no road

access to any of these communities; therefore the KANA Board determines that no reasonable alternative health facilities or services are available to serve the non-beneficiaries in these locations and the provision of services to non-beneficiaries in these communities will not diminish services available to beneficiaries;

2. based on the finding and determination herein the KANA Board authorizes the full range of health care services be provided to non-beneficiaries in the above listed Kodiak villages including diagnostic or ancillary services, which may be provided at the KANA Clinic in Kodiak or through referral agreements KANA relies upon for IHS beneficiaries which do not require the patient leave the village;

3. the type and extent of services provided to non-beneficiaries may vary from village to village at the discretion of the KANA Board of Directors, who shall consider the extent of the need for services, whether there has been any change in the availability of altemative health facilities or services, and whether providing the service will cause diminishment in the availability of services to beneficiaries; and

WHEREAS, the KANA Board of Directors makes the following findings and determinations regarding KANA providing services to non-beneficiaries living in the city of Kodiak:

1. KANA is the only provider of certain Behavioral Health Programs (e.g., Anger Management Classes, Recovery Camp) in the city of Kodiak, and there is no road access to another city where such services may be provided; therefore, the KANA Board determines that no reasonable alternative services are available for certain Behavioral Health Programs in Kodiak and the provision of such services to non-beneficiaries will not diminish services available to beneficiaries;

2. based on continued relevancy regarding the findings and determination regarding services available in Kodiak, the KANA Board authorizes that certain Behavioral Health Programs may be provided to non-beneficiaries in the City of Kodiak; and

WHEREAS, KANA has established billing procedures to ensure that all non-beneficiaries are held liable for receipt of health services and KANA has entered into agreements with the State of Alaska to ensure payment by the State for services offered to indigent non-beneficiaries, as required by Section 813 of the Indian Health Care Improvement Act, as amended [25 U.S.C. § 1680c]; and

WHEREAS, the KANA Board of Directors has determined that the conditions of Section 813 of the Indian Health Care Improvement Act, as amended [25 U.S.C. § 1680c], are satisfied;

NOW THEREFORE BE IT RESOLVED that the Board of Directors for the Kodiak Area Native Association hereby authorizes the extension of health services from the Kodiak Area Native Association to non-beneficiaries at the locations and to the extent described in this resolution; and

BE IT FURTHER RESOLVED that the Board of Directors for the Kodiak Area Native Association will, at a future date, limit or eliminate access to such health services by non-beneficiaries should reasonable alternative health facilities become available or the provision of such services diminish the provision of health services to beneficiaries of the Indian Health Services.

In Witness whereof, we have signed this instrument and caused the corporate seal of said Corporation to be hereunto affixed the 15th day of December 2004.

Freddie Christiansen, Chairperson

Alicia L. Reft, Secretary

Attested to by:

Rita L. Stevens, President/CEO

Appendix C

FY 2016 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO KODIAK AREA NATIVE ASSOCIATION FOR FY 2016

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Kodiak Area Native Association (KANA) under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with KANA's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2016, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by KANA to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties,

statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by KANA or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.

2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.

3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.

4. Public health coordination with Tribal, state and federal governments.

5. Provide legal advice and consultation on behalf of the Secretary.

6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.

7. Eligibility determinations assistance.

8. Equal Employment Opportunity program management in support of federal employment rights.

9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures.*

10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including

a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;

b. Submission of electronic health record data to IHS National Data Warehouse; and

c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs)

for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

1. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L.93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office. (Surcharge funded services are also provided as needed and are noted with an asterisk (*))	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including those in support of Tribally managed programs.

2. Maintain or develop Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).

3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.

4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.

5. Provide assistance to tribally managed facilities in acquiring excess federal property.*

6. Maintain the federal property inventory process including excess and disposal.

7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.*

9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.

10. Provide technical assistance to Tribally managed facilities on procurement issues.

11. Maintain the federal credit card program.

12. Privacy Act and Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $44 million).

c. Directly allocate IHS resources (currently approximately $15 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics (VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 490 federal (includes 190 IPA & 300 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.
8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.
9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.
10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.
11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.
12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 430 federal employees employed either directly or through Civil Service IPAs (130) or Commissioned Corps MOAs (300):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.
2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.
3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.
4. Counsel Civil Service employees.
5. Administer performance management program for non-IPA/MOA Civil Service employees.
6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.
7. Process personnel actions for Civil Service employees.
8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.
9. Correct pay and leave errors.
10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 300 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.

2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.

3. Maintain unofficial files and records for Commissioned Officers.

4. Process required federal personnel actions for Commissioned Officers including orders for deployment.

5. Assist and consult with officers and their supervisors.

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3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations

2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 14 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2012, the Alaska Area received in excess of $5.1 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 12/8/2017

Kodiak Area Native Association
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____
Andrew P. Teuber, President

Date: 5/23/17

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Kodiak Area Native Association

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Kodiak Area Native Association (hereinafter "KANA") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), KANA has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of . . . IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by KANA on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to KANA shall be determined under section 2 below. KANA's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. KANA may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, KANA may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by KANA.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to KANA.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services KANA proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent KANA from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by KANA and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by KANA.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to KANA under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing

services to KANA.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of KANA. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by KANA and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. KANA assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by KANA shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of KANA.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by KANA under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The KANA is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of

employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3; "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. KANA agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds.

These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged KANA for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to KANA of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by KANA authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services KANA proposes to purchase from the IHS. In such case, no monthly payments are due from KANA. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to KANA and adjustments in the amount of withhold or payments needed to pay for all services KANA has purchased, or proposes to purchase, will be made to the IHS by KANA. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount KANA hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being

purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount KANA hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to KANA of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from KANA for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to KANA due to Congress authorizing continuing resolutions or other delays in making lump sum payments to KANA.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to KANA within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and KANA will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to KANA, any over recovery by the IHS must be returned to KANA and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by KANA.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from KANA.

3.4 Use of Other Funds Due KANA to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to KANA, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of KANA's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to KANA under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by KANA under this Agreement in a manner agreeable to KANA and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, KANA may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. KANA shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 1/30/09

Kodiak Area Native Association
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Andrew Teuber

Date: October 2, 2008

Appendix E

FY 2018 Facilities List

APPENDIX E

TRIBAL FACILITIES AND LOCATIONS

The Kodiak Area Native Association (KANA) operates the programs described in this funding agreement out of more than one facility or location. These facilities and locations include, but are not limited to the facilities and locations listed in this appendix, which is incorporated by reference into KANA's funding agreement.

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where KANA owns, leases, occupies, or otherwise uses real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Facilities Operated by Kodiak Area Native Association

Within the City of Kodiak

Kodiak Area Native Association, 3449 East Rezanof Drive, Kodiak, AK 99615
Kodiak Area Native Association Satellite, 3400 East Rezanof Drive, Kodiak, AK 99615
Kodiak Area Native Association, 3484 Rezanof Drive East, Kodiak, AK 99615
Kodiak Area Native Association, 3472 East Rezanof Drive, Kodiak AK 99615
Maintenance Facility located on Trinity Islands, Tract B
Kodiak Area Native Association, 111 Rezanof Drive West, Kodiak, AK 99615
Kodiak Area Native Association, 194 Alimaq, Kodiak, AK 99615
KANA Satellite Clinic, 2414 Mill Bay Road, Kodiak, Alaska 99615
Kodiak Area Native Association Behavioral Health Services, 323 Carolyn Street, Kodiak, AK 99615

Within Kodiak Island Village Communities

Akhiok Village Clinic, 125 Airport Way, Akhiok, AK 99615
Akhiok Health Center, 165 D Street, Akhiok, AK 99615
Old Harbor Village Clinic, 600 Birch Street, Old Harbor, AK 99643
Karluk Village Clinic, 26 Alex Brown Street, Karluk, AK 99608
Karluk Behavioral Health Clinic, 210 School Avenue, Karluk, AK 99608
Ouzinkie Village Clinic, 3rd and C Street, Ouzinkie, AK 99644
Port Lions Village Clinic, 501 Molina, Port Lions, 99550
Larsen Bay Village Clinic, 3rd Street, Larsen Bay, AK 99624
Port Lions, Housing for Employees, 110 Ptarmigan Road, Port Line, AK 99550

Other Facilities Not Operated by Kodiak Area Native Association

From time to time KANA provides healthcare services including medical, dental, behavioral health and other community health services at locations outside of KANA operated facilities. The following locations have been identified:

Providence Kodiak Island Medical Center, 1915 East Rezanof Drive, Kodiak, AK 99615
Kodiak Senior Center, 302 Erskine Ave., Kodiak, AK 99615

Kodiak Teen Center, 410 Cedar St., Kodiak, AK 99615
Kodiak Public Schools (various addresses)
Kodiak Community Health Center, 1911 East Rezanof Drive, Kodiak, AK 99615
United States Coast Guard Base
Naval Special Warfare Cold Weather Detachment, 4200 Spruce Cape Road, Kodiak, AK 99615

Akhiok Multipurpose Building
Akhiok Public School
Karluk Church
Karluk Community Center
Karluk Public School
Larsen Bay Public School
Larsen Bay Senior Center

Ouzinkie Multipurpose Building
Ouzinkie Preschool and Library, 108 3rd Street, Ouzinkie, AK 99644
Ouzinkie Public School
Old Harbor Cultural Center
Old Harbor Public School
Old Harbor Preschool, Route 1, Three Sister Avenue, Old Harbor, AK 99643
Old Harbor Senior Center
Port Lions Preschool, 206 Airport Road, Port Lions, AK 99550
Port Lions Public School
Port Lions Tribal Building/Senior Center

KANA may provide services at other locations on Kodiak Island from time to time which may include domestic violence shelters, community centers, schools and other settings.

Appendix F

Actions Requiring IHS Environmental Review and Determination

APPENDIX F – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by KANA, KANA shall submit a proposal package that includes a completed Project Summary Document (See Appendix G) and Environmental Information and Documentation Form (See Appendix H) to the IHS. Coordination time between KANA and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between KANA, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
☐	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
☐	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
☐	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
☐	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
☐	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
☐	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
☐	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

☐	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
☐	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
☐	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
☐	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
☐	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
☐	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
☐	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
☐	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow KANA and IHS to resolve them early.

Appendix G-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix G-5

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title Date Environmental Coordinator Date

Funding Agreement

between
KENAITZE INDIAN TRIBE, I.R.A.
and
the Secretary of the Department of Health and Human Services
ofthe
United States of America
Fiscal Years 2023-2025

This Funding Agreement is entered into by and between the Kenaitze Indian Tribe, IR.A., and the Secretary of the Department of Health and Human Services of the Ul}ited States of America.

Section 1 - Obligations of IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities (PSFAs) of the Alaska Area Office (Are _-Office) and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all Federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANMC and Area Office, and provided by ANTHC and SCF, at a minimum at the level that such PSFAs were provided by the IHS as of October **1,** 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by Federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and will take appropriate action. IHS shall further be responsible for performing its special trust_responsibilities and legal obligations, as provided in the Indian Health Care Improvement Act_(IHCIA), the Indian Self-Determination and Education Assistance Act, as amended (the Act), and other applicable provisions of Federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between Kenaitze Indian Tribe, LR.A., (Kenaitze) and certain other Co-Signers thereof and the United States in Fiscal Years 2023-2025.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Kenaitze, PSFAs from both Area Office and Headquarters, unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and Area Office to continue to provide the remaining PSFAs, which have not been included in this Funding Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into

or listed in Appendix A will be the responsibility of IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and Kenaitze will not be denied access to, or services from, Headquarters. Specifically, Kenaitze will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology {OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to Kenaitze. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files, and other typical information technology support to Co-Signers as defined in the Assurances Appendix to ANTHC's funding agreement. Upon request of ANTHC, after good faith efforts to resolve Kenaitze's technical issue, OIT's support of Kenaitze will include technical support needed on-site by Kenaitze. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-siener	Indirectly to Co-signer through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, Convert Site Data for National Database		X	
Telecommunications Memt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska Connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gatewav		X	
Intranet and Internet Access *(to* available bandwidth)		X	
Antivirus Software			X
Software Develooment and Maintenance			
100% Software Develooment and Maintenance	X		
Use ofIHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Suooort/lnstallation			X
Svstem Suooort and Trainine			

[1] All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technolo!!YProvides:	**Directly to ANTHC**	**Directly to Co-silmer**	**Indirectly to Co-signer through ANTHC**
100% System Suooort and Training	**X**		
Nationally Available OIT Training Instruction (as available)		**X**	
Alaska On-site Training Instruction (four annual classes)			**X**
Hardware and Ooerating System Suooort			X
Cache Upgrade (initial installations)			**X**
National Patient File (2000) Conversion			**X**
Envoy (WebMD) Installation			**X**
Additional Services - Fee for Service	**X**	**X**	**X**

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, Kenaitze shall have access to training, continuing education, and technical assistance in the manner and to the same extent Kenaitze would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. Kenaitze may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to Kenaitze. Kenaitze's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 {HIPAA) for retained IHS health care component activities.

1.2 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides/Practitioners, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

1.3 Access to Federal Insurance. IHS will assist Kenaitze to obtain information about the coverage, rights, and benefits available for its employees under Chapters 87 and 89 of Title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available), and the procedures by which Kenaitze may exercise its rights under Section 409 of IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 2 - Obligations of the Co-Signer. This Funding Agreement obligates Kenaitze to be responsible for and to provide health PSFAs, identified in Section 3 [Tribal Programs and

Budget], utilizing the resources transferred under this Funding Agreement and other funds as they may become available to Kenaitze. This Funding Agreement further authorizes Kenaitze to consolidate and redesign PSFAs, as provided in the Act and the Compact.

Section 3 - Tribal Programs and Budget. Kenaitze agrees, subject to the availability of funding, to administer, provide, and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. For the purposes of this Funding Agreement, Kenaitze's General Budget Categories consolidate related health PSFAs as described in this subsection. Services are provided within the Kenaitze service area. Any PSFA described in this Section 3 [Tribal Programs and Budget] may be performed by any organizational unit of Kenaitze at Kenaitze's discretion. Kenaitze provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-Signers, through field clinics, referrals to ANMC, and other arrangements with Tribal health organizations.

3.1 Programs, Services, Functions, and Activities. Kenaitze is committed to and strives to provide quality primary care services through advocacy, networking, and collaborative efforts and maintenance of qualified staff, equipment, clinical sites, and medical provisions. As defined by the Kenaitze Tribe, Kenaitze and its staff may provide services in facilities and settings other than those of Kenaitze (including patient homes). Informational, preventive, and educational services are disseminated through various mediums and include a variety of subjects to promote cultural pride, leadership, healthy lifestyles, and life management skills. Employees may travel to various locations in the community to make presentations on such subjects onsite in schools and to public and private groups, and to participate in community-sponsored events. Kenaitze is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services. Kenaitze may also provide other PSFAs to meet the objectives of Section 3 of IHCIA.

3.1.1 Clinical and Ancillary Services. Kenaitze provides a full range of ambulatory health care and ancillary services. Services available at Kenaitze's health program facility locations do not supplant services received through field physician services, or for patients seen at ANMC in Anchorage. The services that Kenaitze provides include, but are not limited to:

3.1.1.1 Clinical Services. Acute, chronic, therapeutic, preventive medical services, including, but not limited to: family practice; internal medicine; pediatric medicine; podiatric medicine; OB-GYN; well-child exams; immunizations; tobacco cessation; sports and occupational physicals; surgical procedures; dietitian services; prescribing medication; sexual assault nurse exams; health referral services; case management for chronically ill, high risk, or others as indicated; women's health.

3.1.1.2 Ancillary Services. Will be maintained at levels sufficient to support medical diagnosis and include, but are not limited to: mammograms, colon cancer screening, and Early Periodic Screening Diagnosis and Treatment (EPSDT); telemedicine, telehealth, telepharmacy, teleradiology, diagnostic imaging, laboratory, pharmacy services and medication instruction, health information services, biomedical services, and medical supply and equipment distribution services to patients.

3.1.2 Dental Services. Provides comprehensive services to raise the dental health and lower the incidence of dental disease, including, but not limited to, general dentistry, limited oral surgery, dental implants, dental hygiene, dental education, and orthodontics.

3.1.3 Dermatology Services. Provides comprehensive dermatology services including, but not limited to, minor surgical procedures, such as wart removal, skin and skin tags for biopsy, irrigation and drain abscess, puncture aspirations for cysts, and debridement.

3.1.4 Traditional Healing. Provides traditional healing services which emphasize awareness, prevention, and knowledge in the areas of nutrition, physical health, and spiritual health through traditional medicines and healing techniques. These services include counseling on healthy living practices, advice and application of traditional herbal and other natural remedies, maternal care, counseling, wellness gatherings, and direct traditional medical treatment by traditional healing practitioners in coordination with existing western medicine services. Traditional health care practices are subject to Section 831 of IHCIA, as amended at 25 U.S.C. 1671.

3.1.5 Therapy Services. Provides comprehensive therapy evaluation and treatment, including, but not limited to, physical therapy, respiratory therapy, speech therapy services, occupational therapy, massage therapy and structural integration, rehabilitation for young children; ergonomic assessment, community education programs, acupuncture, chiropractic care, alternative health practices, and language and swallow evaluation and treatment.

3.1.6 Behavioral Health and Outreach Programs. Provides comprehensive behavioral health services and outreach programs, including, but not limited to:

3.1.6.1 Health promotion and education (i.e., nicotine cessation and prevention, youth development services, and programs, Tribal wellness and sobriety programs, prevention of interpersonal violence, and environmental services); substance abuse intervention, assessment, and treatment, including medication-assisted treatment (MAT); court-ordered intervention; substance abuse education and prevention; mental health evaluation and therapy, psychotherapy, family and group counseling, marriage and couples therapy, and medication management; psychiatric and psychologist counseling services; client advocacy and case management for services described in this Funding Agreement; and crisis intervention.

3.1.6.2 Direction, training, technical assistance, and information to Tribally-employed Community Health Representatives, Behavioral Health Aides and Alcohol Counselors; to the Tribal Government in the development, implementation, and management of Tribally-operated programs; and to the Tribal Council and Tribal Members regarding health-related child protection issues.

3.1.6.3 Community Child Welfare and Family Services: Comprehensive health, behavioral health, and preventive services that include, but are not limited to, habilitation and rehabilitation programs, and related services, designed to assist individuals and their families to lead healthy, productive lives; services for individuals with neurodevelopmental disabilities; emotional support services; crisis counseling, tribal youth support and restorative

circle counseling/support; substance abuse counseling; health information; services that respond to child physical abuse, sexual abuse, neglect, and other conditions that place a child at physical or emotional risk; advocacy; foster home advocacy and supportive services; child development and family services, including, but not limited to, health-oriented education; socialization; health screening; growth and nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.1.6.4 Youth Development Services. Youth development services designed to promote leadership skills, healthy lifestyles, and cultural pride, and to enhance self-confidence and self-esteem activities which include, but are not limited to, gym activities, Alaska Native Youth Olympics, hunting, archery, drumming, dance youth council, study hall, spirit camp, fish camp, science education, science camp, summer youth camp, and general life skill building. The culture-based youth camp provides Kenaitze youth an opportunity to learn and practice traditional subsistence skills. The youth are taught healthy and functional life skills through their interactions with Alaska Native counselors who emphasize the positives of being drug and alcohol free. Kenaitze provides youth and young adults with a broad scope of services designed to assist them to lead healthy, productive lives and to engage fully in educational and other age-appropriate activities including, but not limited to, student support activities, career exploration and work experience, and life skills training.

3.1.6.5 Other Behavioral Health Services: Provides village-based culturally appropriate approaches to addressing at risk behaviors, substance abuse, and family violence issues in the community. This program involves intervention with at-risk and court-involved community, family, and youth including, but not limited to: promoting and providing support and training for leadership skills, healthy lifestyles, youth alternative activities, cultural pride and activities, including encouragement of the use ofNative languages, restorative practices, educational and vocational support, advocacy, counseling, circles, and enhancement of self-confidence and self-esteem efforts. Community safety and violence prevention services, including participation in the community Sexual Assault Response Team and delivery of related prevention and treatment services, family violence services, spirit camps, wellness conferences, and other gatherings.

3.1.7 Diabetes Prevention and Control. Comprehensive programs to reduce diabetes and encourage healthy and subsistence-based lifestyles and individual and community wellness through community and individual education and treatment, diabetic support groups, blood sugar screening, diabetic registry, prevention programs, exercise program, dietitian services, medication management, and foot care.

3.1.8 Maternal and Child Health. Provides comprehensive maternal child health services, including, but not limited to, education and immunization. Provides supplemental foods and nutrition education, counseling, and other services for women, young children, infants, and others who are at nutritional risk.

3.1.9 Purchased/Referred Care. Purchase of health services not otherwise available or accessible to eligible beneficiaries in the Kenaitze Service Area through a contractual or open-market basis. Program administrative activities include, but are not limited to, patient

advocacy, monitoring of patient care for appropriateness of services, medical necessity policies, and eligibility determinations.

3.1.10 Other Health Programs. Health programs, which include, but are not limited to, the following:

3.1.10.1 Community Safety and Violence Prevention. Provides information, education, and services, including, but not limited to, domestic violence prevention and advocacy, including, but not limited to, transportation to facilitate access to care and case management; and participation in the community Sexual Assault Response Team;

3.1.10.2 Community Health and Wellness. Provides information, education, and programs, including health services associated with health promotion and disease prevention as defined in § 1603 of the IHCIA, as amended at 25 U.S.C. § 1603(11) and (7); nicotine control/cessation; dietetics and nutrition services; cooking classes, and safe handling and processing of subsistence resources; community health camps; community health fair; employee presentations to and classes for community groups and schools; promoting education and work in accordance with physical and mental capacity; cancer prevention education and activities; injury prevention activities including parenting classes; life skills programming; wildlife safety; and alternative health practices;

3.1.10.2.1 Village Restorative Practices and Tribal Court Support including, but not limited to, intervention with at-risk and court-involved community, family, and youth, with traditional restorative practices, intervention, cultural alternative activities, counseling, and circle counseling/mediation;

3.1.10.3 Home Care and Other Community-Based Services. Through a combination of western methods, traditional modalities, and alternative healing practices, home care, skilled nursing and other community-basedservices, Kenaitze provides a broad range of medical, public health, and preventive services, including providing assistance with activities of daily living such as bathing, dressing, laupdry, light housekeeping, snow removal, chore services, cooking, vital signs, and medication reminders. These services are provided to individuals who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, respite, chore, nutrition, transportation for services described in the Funding Agreement and other supportive services, including senior programs and activities, such as nutrition services for elders and their spouses, escort, transportation, outreach and advocacy, education, referral services, home visits, and group activities; and engages in planning and development of additional services. All of these services are provided throughout the Kenaitze service area and include the medical, public health, and preventive services in support of long-term care at residential care facilities and assisted living homes. Kenaitze provides the services described above in accordance with Section 205(a)(2) ofIHCIA, as amended, 25 U.S.C. § 1621d.

3.1.10.4 Social Services. Using teams of professionals such as behavioral health care providers, physicians, social workers, and case managers, Kenaitze provides a wide spectrum of medical social work services, including, but not limited to, assistance with

psychosocial issues which present during the provision of other services; programs for follow-up care; rehabilitation services; interdisciplinary review and discharge planning; consultation with other tribal programs to develop care plans; in addition to direct provision of these services Kenaitze may also provide these services through referral to other community health and social services resources.

3.1.11 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,2 Kenaitze carries out public health, epidemiology, and health research function. These activities include, but are not limited to, collecting and receiving personally identifiable health information for the purpose of:

3.1.11.1 Preventing or controlling disease, injury, or disability;

3.1.11.2 Reporting disease, injury, and vital events such as birth and death; and

3.1.11.3 Conducting public health and epidemiological investigations, surveillance, and interventions including, but not limited to, the maintenance of disease and injury registries.

3.1.12 Environmental Health. Provides services related to environmental health including, but not limited to, education, emergency management, consultation to and facilitation of training for the Tribal Council and community members regarding such matters as septic systems, landfills, hazardous materials disposal, environmental and incineration services; safe drinking water, impacts of climate change, and environmental training; identification, evaluation, and control of biological, chemical and physical factors in the environment that may have an adverse impact on health.

3.1.13 Transportation. Provides patient transportation, including arranging for and providing emergency and routine patient transportation, using various types of transportation vehicles, on land, water, and air and escorts, in accordance with section 213 ofIHCIA, as amended, at 25 U.S.C. § 1621/.

3.1.14 Housing: Kenaitze may provide permanent or temporary housing to patients and/or staff of Kenaitze whose duties are in support of the PSFAs in this FA. For purposes of this subsection, the following terms have particular definitions: The term "provide" means either for a rental charge or gratis as a part of a treatment regime or employment benefit. The term "staff' means full or part time employees, personal service contractors, or non-Kenaitze employee consultants or sub-contractors.,_

3.1.15 Health Services Training. Provides health services training (including clinical preceptorships, mentoring, shadowing, training, and supervision of health care providers) through offering sites for medical residents and other individuals obtaining training in the health professions, including behavioral and dental professions.

The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

3.1.16 Administrative Support Services. Provides a complement of services required to support the provision of health services, including, but not limited to:

3.1.16.1 General administrative functions, including, but not limited to, providing direction, program and staff supervision, organizational and program planning, administrative support (including, but not limited to, telemedicine and telecommunications), facilities and equipment management, maintenance and improvements; housekeeping; security; mail room functions; inventory control; budget development and maintenance; third-party billing; grant writing; legal consultation; accounting functions; contract development and management; purchasing management; technology management; coding functions (such as ICD-10, CPT, HCPCS, and DSMIV); and reporting statistics, as appropriate.

3.1.16.2 Human Resources: personnel services including staffing, recruitment, retention, job classification, pay and benefits administration, training, continuing education and development, employee relations, human resources information systems, infection control, and staff health education;

3.1.16.3 Compliance Coordination: promoting responsible ethical behavior and business practices consistent with Kenaitze's mission, vision, and values; provides facility accreditation oversight and coordination; risk management; HIPAA compliance, policy and procedure development and enforcement; quality improvement activities and professional crediting;

3.1.16.4 Patient Registration: administrative services such as RPMS and Cemer data entry; medical manager data entry maintenance; planning and implementation of an Electronic Health Records system; and health information management.

3.1.16.5 Benefits Eligibility: determining eligibility for medical insurance and assistance with applications for same; and assisting individuals in obtaining alternative funding for health care services;

3.1.17 Tribal Representation: Provides Tribal representation on a regional, State, and national level, including, but not limited to, Tribal representation to ANHB, NIHB, ANTHC, Anchorage Service Unit Tribal Health Council (ASUTHC), Unaffiliated Alaska Native Tribes Health Committee (UANTHC), and tribal caucus meetings, along with payment of dues and pro-rated consultation fees.

3.2 Tribal Council. The Kenaitze Tribal Council actively provides policy and direction regarding all PSFAs carried out under this Funding Agreement.

3.3 Facility Management and Planning: Provides procurement; materiel management; facilities management; planning, development, and coordination of design; engineering; management of construction, demolition, and clean-up; maintenance and operation of all facilities and properties used by Kenaitze under this Funding Agreement, including facilities owned and leased by Kenaitze.

3.4 Other Programs/Services Funded. This Funding Agreement includes PSFAs resulting from Tribal redesign or consolidation, reallocation, or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out PSFAs that may be included in the funding agreement pursuant to Section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.5. Non-IHS Funding. Kenaitze will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Sections 5 [Reallocation, Redesign & Consolidation], 6 [Consolidation with Other Programs], and 7 [Program Income, including Medicare and Medicaid] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.6 Federal Tort Claims Act. The Federal Tort Claims Act applies to Kenaitze's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V(which incorporates 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

3.7 **Tribal Facilities and Locations.** Kenaitze operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to, the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this Funding Agreement and will be incorporated by reference herein. The Area Division of Planning, Evaluation, and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

3.8 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, Kenaitze shall be the payer of last resort.

Section 4-Amounts Available During the Term of the Funding Agreement

4.1 The following amounts are available to Kenaitze in Fiscal Years 2023-2025, pursuant to the Compact and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[3]

A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds.[4]	$ 13,653,568
Non-Recurrin2 Fundine.[5]	$ 3,363,732
Subtotal: (This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreementl)	$ 17,017,300
Area "Tribal" share to include funding identified from the Area Office and identified in Aooendix A to this Agreement.[6]	$0
Headquarters- Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$ 114,881
Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A	$0

fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and Kenaitze for the respective fiscal year and amended to this Funding Agreement and incorporated by reference, accordingly.

4 A breakout of these funds is shown in Appendix A and includes direct contract support costs that are available at the beginning of each fiscal year. *See* footnote 3.

These non-recurring funds are shown in Appendix A. Other non-recurring funds are not specifically identified in this Funding Agreement, but will be provided to Kenaitze in the future by amendment. *See* Footnote 3.

6 Using the methodology agreed upon in a caucus open to all Alaska Tribes and Co-Signers, the FY 2023 Kenaitze tribal shares are determined to be $114,881. The specific methodology is identified in Appendix A. These funds are not currently available directly from IHS but are at ANTHC due to restrictions imposed by Section 325 P.L. 105-83.

Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the Funding amount, Kenaitze is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "Kenaitze Restricted" column on Page 1 of Appendix A.

	Annual Fundine
Subtotal - Tribal Shares[8]	$ 114,881
TOTAL COMPACT FUNDING[9]	$ 17,132,181

These amounts are subject to additions for any reimbursements that will be added as received by IHS and new funds received during the term of this Funding Agreement, including amounts that have historically been distributed as non-recurring funds under Title I of the Act. We agree that any amounts remaining unspent under contract number 243-96-6010, after adjustment and reconciliation of any withheld amounts as of the last day ofthe previous fiscal year, shall be spent under the authority ofthis Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $0 is for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due Kenaitze was determined by multiplying the FY 2022 Equipment Replacement amount paid to Kenaitze by 90%. The final Equipment amount paid in FY 2023 will be based on the final FY 2023 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2023 Equipment Replacement allocation, is less than the 90% calculation, Kenaitze will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to Kenaitze's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add Kenaitze's diabetes grant(s) and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grants have been awarded. Grant funds will be paid to Kenaitze as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. Kenaitze will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. Kenaitze will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the FY covered by this agreement, which represents the parties' estimate of Kenaitze's full CSC requirement pursuant to

8 The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability have not been determined. This amount will be adjusted to make available all tribal shares for which Kenaitze is eligible.

9 For the reasons noted regarding the amounts that make up this total and because full funding amounts for under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

25 U.S.C. § 5325, is $3,626,315 including $427,380 for direct CSC and $3,198,935 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and Kenaitze's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three-year (FY 98 - FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001- FY 2002). IHS and Kenaitze have subsequently agreed to additional extensions through FY 2025. IHS and Co-Signers have agreed to further extend the base budget at a Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Fundinl!	Extended through:
Headquarters TSA amounts[10]	FY 1997	FY 2025
Equipment Replacement Funding	Not Included	*NIA*
Area Tribal Share	Not Included	*NIA*

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede PSFAs, as provided in Section 11.3 [Due to Addition of New Programs].[11] Adjustments also shall be permitted when Co-Signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. Kenaitze also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority systems, contract support costs, and other increases in resources on the same basis as all other tribes. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

[10] Compact base budgets for TSA amounts shall be considered as a whole (entire Compact amount) and shall be subject to adjustment of the internal allocation subject to Compact agreements.

[11] This includes addition ofnew facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 - Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withhold], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of the Funding Agreement] of this Funding Agreement shall be paid to Kenaitze, in accordance with Article II, Section 4 (a) [Payment Schedule] of the Compact; payment to Kenaitze to be made as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer.

5.2 Availability of Tribal Shares. Kenaitze will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withhold. Kenaitze may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from IHS] of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to Kenaitze are set forth in the Buyback/Withhold Agreement between IHS and Kenaitze, which is attached as Appendix D to this Funding Agreement and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2023 shall be .285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request .of IHS or any Co-Signer, such Buyback Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to Kenaitze under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request ofKenaitze by check or wire transfer.

Section 6 - Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to Kenaitze in this Funding Agreement shall be adjusted as necessary, after Kenaitze has been notified of such pending action and subject to any rights which Kenaitze may have under this Funding Agreement, the Compact, or the law.

Section 7 - Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(l) of Title V, records acquired, generated, or maintained by Kenaitze shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1.1 patient medical records, financial records, and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

7.1.2 pursuant to Section 105(0) of Title I, the medical records generated by Kenaitze shall, at the option of Kenaitze, be stored with the National Archives and Records Administration, and Kenaitze shall have access to such records.

7.2 Confidentiality Standards. Kenaitze will seek to comply with the Administrative Simplification provisions of HIPAA, including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 C.F.R. Parts 160, 162, and 164. If a record is not subject to HIPAA, Kenaitze will maintain the confidentiality of its patient records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines ofHIPAA and the Federal Privacy Act of 1974.

Section 8 - Program Rules. Kenaitze will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance only with those program regulations, guidelines, and directives approved by the Kenaitze Tribal Council, which will include the IHS CHAPCB *Standards and Procedures.*

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, Kenaitze does not agree to be subject to any agency circular, policy, manual, guidance, or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Program Reporting Requirements. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless Kenaitze has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix G. Where Kenaitze plans to undertake an action, as described in Appendix G, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and Kenaitze has not assumed these responsibilities, Kenaitze will provide the IHS with a Project Summary Document (see Appendix F-1) and a completed Environmental Information and Documentation Form (see Appendix F-2) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by Kenaitze until the IHS completes its compliance responsibilities and so advises the Co-Signer with a Determination Document). Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 10 - Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, shall be six months from the date of the request by Kenaitze.

Retrocession may be effective with less than six months' notice, providing Kenaitze and IHS agree to an effective date ofless than six months from the date of the retrocession request.

Section 11 - Consolidation of Contracts and Previous Funding Agreements. The contract listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, services, functions, activities, materials, and facilities provided by Kenaitze.

Title I, **P.L. 93-638 Contract Number:** 243-96-6010, as modified.

Section 12 - Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment and shall require written consent of Kenaitze and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should Kenaitze determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from Kenaitze back to IHS and the pro-rata share of funding for those PSFAs shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses, including, but not limited to, Workers Compensation to any Co-Signer.

12.3 Due to Addition of New Programs. Should Kenaitze determine that it wishes to provide PSFAs of IHS not included in this Funding Agreement, Kenaitze shall submit a proposal to IHS to provide such PSFAs. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Kenaitze may submit a final offer in accordance with the procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS at Area Office, shall prepare within 30 days an amendment to this Funding Agreement and the amendment shall be executed through Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. Kenaitze shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements, and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Area Office as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to Kenaitze. Such amendment shall be originated and prepared within 30 days by Area Office and executed through Area Office in consultation with Kenaitze.

12.5 Other Adjustments. Upon written authorization by Kenaitze and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to Kenaitze, for the purpose of reimbursing IHS for services or equipment provided to Kenaitze to assist Kenaitze in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modifications proposed by Kenaitze shall be submitted in writing to IHS, Alaska Area Director, with a copy to the Office of Tribal Self-Governance. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraphs 11.4 [Due to Availability of Additional Funding], and 11.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by Kenaitze shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of Kenaitze shall only be required for issuing amendments for those funds which:

12.7.1.1 Require a change to Section 3 [Tribal Programs and Budget];
12.7.1.2 Require a specific commitment by Kenaitze (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
12.7.1.3 Reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Amounts Due to Congressional Action].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;
12.7.2.2 Program/Area/HQ End-of-Year Distributions;
12.7.2.3 Catastrophic Health Emergency Fund (CHEF), subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Kenaitze will return the unused amount to the IHS CHEF account;
12.7.2.4 CHS Deferred Services;
12.7.2.5 Routine Maintenance & Improvement; or
12.7.2.6 Collections and Reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to Kenaitze after any such funds are added to the Funding Agreement. Kenaitze retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13 - Third Party Recoveries. Any funds recovered by Kenaitze through the filing, litigating, or settling of a claim against a third-party to require that third party to pay for services previously provided to !HS-eligible beneficiaries by Kenaitze, or for such services previously

provided by IHS in a PSFA now operated by Kenaitze, shall be the property of Kenaitze and shall be considered program income to be utilized by Kenaitze as provided in Article III, Section 7 [Program Income, including Medicare/Medicaid] of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income, including Medicare/Medicaid] of the Compact.

Section 14- Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c (Section 813), authorizes the governing body of a Tribe carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether the health services should be provided under the Tribe's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision oflaw." 25 U.S.C. § 1680c(c)(2). The Tribal Council has made such determination consistent with Section 813 and provides for its findings in Resolution No. 2011-22. Resolution No. 2011-22 is attached as Appendix E and incorporated by reference herein. Kenaitze may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 2011-22.

Section 15 - Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or atKenaitze's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose ofrecording matters in dispute for future reference, discussion, and resolution, as appropriate. Kenaitze does not waive any remedy Kenaitze may have under the law with regard to these issues and any others not listed herein.

Section 16 - Severability. This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 17 - Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396 (b), Kenaitze exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

17.1. 25 U.S.C. § 5304(e) (definition of"lndian Tribe");

17.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training, and evaluation);

17.3. 25 U.S.C. § 5322(d)(l) (related to duty of IHS to provide technical assistance);

17.4. 25 U.S.C. § 5324(a)(l) (exemption from Federal procurement and other contracting laws and regulations);

17.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);

17.6. 25 U.S.C. § 5329(c), section l(b)(8)(F) (screener identification);
17.7. 25 U.S.C. § 5329(c), section l(b)(9) (availability of funds);
17.8. 25 U.S.C. § 5329(c), section l(d)(l)(B) (construction of contract);
17.9. 25 U.S.C. § 5329(c), section l(d)(2) (good faith).

Section 18 - Effective Date and Duration. The effective date of this Funding Agreement is October I, 2022, and will remain in effect through the 2025 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of Department of Health and Human Services

Evangelyn L.
By:Dotomain -S

Evangelyn Dotomain
Alaska Area Director
Indian Health Service

Date:_____

Kenaitze Indian Tribe, on behalf of Itself and Certain Alaska Tribes Identified in Exhibit A of the Compact

By: Peter Evon

Peter Evon
Executive Director of Tribal Administration

Date: _(e/_;l-'--/_;u__r

By: Bernadine Atchison

Bernadine Atchison
Tribal Chair

Date: 6-2-2022

Appendix A

FY 2022 Financial Summary

Kenaitze Indian Tribe

Appendix A - Financial Summary Tribal Shares Funding Agreement -

Tribal Share Summary **Kenaitze Indian Tribe**	FY 2022 Negotiated Amount	K.I.T. Restricted	Total Due K.I.T.	Initial Lump Sum Payment
*Area TS Amount (excluding assessments)	not available	not available	not available	not available
(available through ANTHC)	$0	$0	$0	
Subtotal Area TS Amount				
*Headquarters TSA Amount	$129,417	$14,536	$114,881	$114,881
*Headquarters Other Program Formula (OE	$10,247	$10,247	$0	$0
Subtotal Headquarters TS amounts	$139,664	$24,783	$114,881	$114,881
FY 2022 Total Tribal Shares	$139,664	$24,783	$114,881	$114,881

***NOTE: All Area funds are at ANTHC and cannot be transferred through the IHS due to restrictions imposed by sec. 325, of P.L. 105-83.**

Driving Variables

Kenaitze Indian Tribe	FY 2022
Population 2010 census AN/AI population	3606
Tribes (federally recognized tribes)	1
Recurring Base (FY2013)	$2,208,413
Percentage of Total Area TS (of all Alaska	1.26816%
Percentage of ATHC (of all Title v Alaska T	1.28387%

Individually Restricted Items

Kenaitze Indian Tribe	FY 2022
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Managemen	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIRM	YES
Clin Sup. Ctr (Inc. CME Cert. & IHS	YES

The following Area Tribal Shares Matrix (pages 2 and 3 of this appendix) is provided for information purposes only. All funds for area tribal shares are in the ANTHC compact. The IHS has concluded that it is prohibited from transferring these funds directly to the co-signer under the terms of Sec. 325, P.L. 105-83.

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Kenaitze Indian Tribe

Line #	FY 2022 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	K.I.T. AK Dist.	K.I.T. Retained	K.I.T. Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$150,913		$150,913
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$6,571	$6,571	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$2,497		$2,497
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$2,475	*$0*	$2,475
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$11,543	$6,571	$4,972
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$7,480		$7,480
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$528	$528	$0
23	Health Facilities/Main./ Spec. Prc	$1,368,036	$114,204		$1,216,669	$37,163	$471		$471
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$8,479	$528	$7,951
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$170,934	$7,099	$163,835

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space avai

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Kenaitze Indian Tribe

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares K.I.T. Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$1,777	$0	$1,777
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$144	$144	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$2,579	$0	$2,579
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$1,594	$0	$1,594
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$1,809	$0	$1,809
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$933	$0	$933
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$399	$0	$399
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$539	$0	$539
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$145	$0	$145
	118	Research Projects	x			$1,283,252			143,088	143,088	$1,837	$0	$1,837
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$38	$0	$38
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$2,631	$398	$2,233
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$118	$0	$118
	123	Physician Residency	x			$277,416			31,093	31,093	$399	$0	$399
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$2,961	$0	$2,961
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$4,420	$0	$4,420
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$35,473	$9,861	$25,611
	127	Evaluation	x			$1,063,992			119,272	119,272	$1,531	$0	$1,531
	128	National Indian Health Board	x			$459,114			51,111	51,111	$656	$0	$656
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$1,448	$0	$1,448
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$537	$0	$537
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$1,943	$0	$1,943
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$1,082	$0	$1,082
	133	Health Records	x			$136,277			12,043	12,043	$155	$0	$155
	134	AIDS Program	x			$422,971			78,823	78,823	$1,012	$0	$1,012
	135	Handicapped Children	x			$346,083			40,775	40,775	$523	$0	$523
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$11,888	$3,305	$8,583
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$1,479	$0	$1,479
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$3,859	$0	$3,859
	202	IHS Dental Program- Program formula		x		$5,268,414					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$2,237	$0	$2,237
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$900	$0	$900
	303	National Conference	x			$107,552			$11,990	11,990	$154	$0	$154
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$6,633	$0	$6,633
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$622	$0	$622

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Kenaitze Indian Tribe

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	K.I.T. Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$4,638	$0	$4,638
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$1,325	$0	$1,325
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$1,641	$0	$1,641
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$3,439	$0	$3,439
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$19,997	$0	$19,997
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$3,923	$828	$3,095
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,130,837				$197,905	$0	$0	$0
	2403	Facilities & Property Support		x		$24,305,205				$221,409	$9,772	$9,772	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$475	$475	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$129,417	$14,536	$114,881
TOTAL PROGRAM FORMULA AMOUNT						$47,471,900				$1,497,560	10,247	$10,247	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,594,258				$11,577,745	$139,664	$24,783	$114,881

Column 1 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - Direct Ops Dental from line 1302 is now here. No impact on TS.
Line 1301a - DIR Withheld was computed at 16.4% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Kenaitze Indian Tribe** **58G060087**

Contract/Compact Period October 1, 2021 through September 30, 2022

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.012681614		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$7,044,108		$43,001	$66,340	$0	$7,110,448
2	Dental	$1,558,036		$2,657	$3,859	$0	$1,561,895
3	Mental Health	$937,728		$16,374	$3,292		$941,020
4	Alcohol & Substance Abuse	$392,449		$10,857	$7,255		$399,704
5	Public Health Nursing	$828,893		$1,554	$1,325		$830,218
6	Health Education	$124,434		$3,185	$1,641		$126,075
7	Community Health Representati	$50,952		$1,174	$3,439		$54,391
8	Immunization (AK only)	$4,502		$4,415	$0	$0	$4,502
9	Direct Operations	$2,657		$54,234	$23,092		$25,749
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						$0
14	TOTAL, Services (Annual)	$10,943,759	$0		$110,243	$0	$11,054,002
15	Purchased/Referred Care	$1,285,243			$4,638		$1,289,881
16	Operational Cost for Tribal Clinics					0	$0
17	Environmental Health Support	$0		$7,480			$0
18	Facilities Support	$997,186		$471			$997,186
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$133,562		$0		$133,562
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$31,235				$31,235
24	TOTAL, Facilities	$997,186	$164,797		$0	$0	$1,161,983
25	Current year CSC Direct	$427,380					$427,380
26	Current year CSC Indirect		$3,198,935				$3,198,935
27							$0
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$427,380	$3,198,935		$0	$0	$3,626,315
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0		$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$13,653,568**	**$3,363,732**		**$114,881**	**$0**	**$17,132,181**

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 14 dated 9/30/2021

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to

Due to section 325 Kenatize will receive the Area tribal share through the ANTHC. $163,835

Kenaitze Indian Tribe
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **0** (Yes or No)

surcharge **0.285%**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes** (Yes or No)

0.285%

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs		$0	$0	$0	$0	$0
VBC			$0	$0	$0	$0
Other			$0	$0	$0	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases			$0	$0	$0	$0
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other c

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix B

FY 2023 Facilities List

Kenaitze Indian Tribe
FY 2023 Annual Funding Agreement
Appendix B - Facilities and Locations

The following is a non-exhaustive list of facilities and locations that Kenaitze Indian Tribe owns, leases, occupies, or otherwise uses to provide health services described in its Compact and Funding Agreement. Each description of a facility or location is intended to include surrounding and adjacent grounds.

Kenaitze Indian Tribe Cuya Qyut'anen Head Start 12271 Kenai Spur Highway Kenai, AK 99611	Kenaitze Indian Tribe Kahtnuht'ana Dena'ina Community Hall and Harvest Pavilion Cook Inlet Shores/Dunes Road Kenai, AK 99611
Kenaitze Indian Tribe Tribal Offices 150 N. Willow Street Kenai, AK 99611	Kenaitze Indian Tribe K'Beq Cultural Heritage Site Cooper Landing, AK 99572
Kenaitze Indian Tribe Dena'ina Wellness Center 508 Upland Street Kenai, AK 99611	Kenaitze Indian Tribe Tyotkas Elders Center 1000 Mission Avenue Kenai, AK 99611
Kenaitze Indian Tribe Toyon Villa 1001 Mission Avenue Kenai, AK 99611	Kenaitze Indian Tribe Yaghanen Youth Services 12271 Kenai Spur Highway Kenai, AK 99669
Kenaitze Indian Tribe Beluga Point 929 Mission Avenue Kenai, AK 99611	Kenaitze Indian Tribe Spirit Lake Camp Kenai, AK 99611
Kenaitze Indian Tribe Anchor Court 11823 Kenai Spur Highway Kenai, AK 99611	Kenaitze Indian Tribe Chuq'eya Qenq'a (Birch Tree House) 510 Upland Street Kenai, AK 99611
Kenaitze Indian Tribe Mobile Treatment Center Kenai, AK 99611	Kenaitze Indian Tribe Kahtnuht'ana Duhdeldiht Campus 12271 Kenai Spur Highway Kenai, AK 99611
Tangent Building 215 Fidalgo Avenue Suite 100 & 102 Kenai, AK 99611	Shanteh t'uh and Ch'k'denełyah yuyeh 250 Ames Road Kenai, AK 99611

Other Facilities:

a. Camps
b. Government Buildings
c. Churches
d. Patient Homes
e. Schools and Educational Facilities
f. Hospitals and Medical Offices
g. Meeting Facilities and Conference Centers

Appendix C

FY 2020 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO KENAITZE INDIAN TRIBE FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Kenaitze Indian Tribe under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Kenaitze Indian Tribe's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Kenaitze Indian Tribe to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties,

statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Kenaitze Indian Tribe or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting „ Personal Property, and FOIA Coordinatio n	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: _____

Kenaitze Indian Tribe
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: Dawn Nelson
Dawn Nelson, Executive Director of Tribal Administration
Kenaitze Indian Tribe

Date: July 29, 2020

Appendix D

FY 2015 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Kenaitze Indian Tribe, I.R.A.

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Kenaitze Indian Tribe, I.R.A. (hereinafter "Kenaitze") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), Kenaitze has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by Kenaitze on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to Kenaitze shall be determined under section 2 below. Kenaitze's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. Kenaitze may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, Kenaitze may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by Kenaitze.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year

as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to Kenaitze.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services Kenaitze proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent Kenaitze from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by Kenaitze and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by Kenaitze.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to Kenaitze under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there

shall be no additional overhead, user or administrative charges or assessments for providing services to Kenaitze.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of Kenaitze. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by Kenaitze and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. Kenaitze assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by Kenaitze shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of Kenaitze.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by Kenaitze under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The Kenaitze is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other

section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. Kenaitze agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged Kenaitze for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to Kenaitze of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by Kenaitze authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services Kenaitze proposes to purchase from the IHS. In such case, no monthly payments are due from Kenaitze. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to Kenaitze and adjustments in the amount of withhold or payments needed to pay for all services Kenaitze has purchased, or proposes to purchase, will be made to the IHS by Kenaitze. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount Kenaitze hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount Kenaitze hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to Kenaitze of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from Kenaitze for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to Kenaitze due to Congress authorizing continuing resolutions or other delays in making lump sum payments to Kenaitze.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to Kenaitze within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and Kenaitze will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to Kenaitze, any over

recovery by the IHS must be returned to Kenaitze and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by Kenaitze.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from Kenaitze.

3.4 Use of Other Funds Due Kenaitze to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to Kenaitze, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of Kenaitze's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to Kenaitze under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by Kenaitze under this Agreement in a manner agreeable to Kenaitze and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, Kenaitze may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as

of May 5, 1996. Kenaitze shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2014, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 12/5/2017

Kenaitze Indian Tribe, I.R.A.
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Jaylene Peterson-Nyren, Executive Director

Date: 4-24-17

By: _____
Jennifer Showalter Yeoman, Tribal Chair

Date: 4/25/17

Appendix E

Resolution No. 2011-22

TRIBAL COUNCIL RESOLUTION

Resolution No. 2011-22

SUBJECT: DELIVERY OF HEALTH CARE SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE

1. Whereas, the Kenaitze Indian Tribe (Kenaitze) is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended; and

2. Whereas, pursuant to the Alaska Tribal Health Compact and funding agreements negotiated annually there under with the Indian Health Service (IHS), Kenaitze carries out the programs, services, functions, and activities (PSFA) of the IHS which include a full range of primary care, dental and behavioral health services; and

3. Whereas, Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c ("Section 813") authorizes the governing body of a Tribe carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribe's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" (non-beneficiaries), 25 U.S.C. § 1680c(c)(2); and

4. Whereas, Section 813 further provides that in making such a determination, the governing body of the Tribe shall "take into account" whether the provision of health care services to such individuals will result in the denial or diminution of health services to Alaska Natives or American Indians; and

5. Whereas, the governing body of Kenaitze is the Tribal Council, consisting of seven tribal members; and

6. Whereas, the Council has carefully considered the factor identified in Section 813; and

7. Whereas, non-beneficiaries make up a small percentage of the persons receiving care from Kenaitze service providers, the Tribal Council has determined that services provided to non-beneficiaries by Kenaitze's providers, to the extent described in this resolution, will not result in the denial or diminution of services to IHS beneficiaries; and

8. Whereas, Kenaitze has established billing and collection procedures to ensure that non-beneficiaries are billed an amount that results in recovery of actual costs for the health services they receive from Kenaitze providers; and

9. Whereas, Kenaitze has entered into agreements with the State of Alaska to ensure payment by the State for services offered to indigent non-beneficiaries as required by Section 813, of the IHCIA, as amended, 25 U.S.C. § 1680c; and

10. Whereas, the Tribal Council has determined that Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c(c)(2), is satisfied.

RESOLUTION

11. Now therefore it be resolved, that the Tribal Council authorizes the extension of the full range of directly provided primary care, dental and behavioral health services to non-beneficiaries by the Kenaitze Indian Tribe; and

12. Be it further resolved, that the Executive Director, or his or her designee, is authorized and is directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service; and

Certification

Duly adopted at the meeting of the Kenaitze Indian Tribe, by a vote of 7 in favor, 0 opposed, 0 abstaining, and 0 absent, this 5th day of July, 2011.

Signed: _____, President

Signed: _____, Secretary

Appendix F-1

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix F-2

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title	Date	Environmental Coordinator	Date

Appendix G

Actions Requiring IHS Environmental Review and Determination

APPENDIX G – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by Kenaitze Indian Tribe, IRA, Kenaitze shall submit a proposal package that includes a completed Project Summary Document (See Appendix F-1) and Environmental Information and Documentation Form (See Appendix F-2) to the IHS. Coordination time between Kenaitze and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between Kenaitze, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

Action		Expected Timelines
Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow Kenaitze and IHS to resolve them early.

Funding Agreement
between
KETCHIKAN INDIAN COMMUNITY
and
the Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Year 2023 through 2025

This Funding Agreement ("FA") is entered into by and between Ketchikan Indian Community ("KIC"), a federally recognized Indian tribe, and the Secretary of Health and Human Services of the United States of America. KIC is authorized to provide the programs, services, functions, and activities described herein to the Organized Village of Saxman. The KIC Tribal Council has adopted a resolution authorizing the KIC Tribal Council President to sign this Funding Agreement and to accept the responsibility to carry out the terms of this Funding Agreement on behalf of KIC.

Section 1. Obligations of the Indian Health Service.

1.1. Generally. Under the authority of Section 325 of P.L. 105-83 and the Indian Self-Determination and Education Assistance Act, P.L. 93-638, as amended (ISDEAA or the Act), non-residual programs, services, functions, and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

1.1.1. IHS Functions. Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the Area Office and ANMC provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written KIC concerns about the extent to which such assurances have not been complied with and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, as amended (IHCIA); the ISDEAA; and other applicable provisions of federal law.

1.1.2. IHS General Obligations. This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (the Compact) between KIC and certain other Co-Signers thereof and the United States in Fiscal Year 2023-2025, or until a successor agreement is negotiated and becomes

effective pursuant to Article II, Section 12 of the Compact. In addition, although funds are provided from Headquarters and Area Office in support of the Compact, IHS will agree to continue to make available to Co-Signers PSFAs from both Area Office and Headquarters unless 100% of the total tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares have been transferred, there may be some diminishment of the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this FA, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into this FA or listed in Appendix A will be the responsibility of IHS. The "Memorandum of Agreement Describing the Continuing Services of the Indian Health Service, Area Office of the Alaska Native Health Service," among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.[1]

1.2. Headquarters Shares. Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs, and KIC will not be denied access to, or services from, Headquarters. Specifically, KIC will receive the following services from IHS Headquarters[2]:

1.2.1. Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to KIC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of the ANTHC, after good faith efforts to resolve KIC's technical issue, OIT's support of KIC will include technical support needed on-site by KIC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer KIC	Indirectly to Cosigner KIC through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	

[1] All references to Appendix A and Appendix B in this Funding Agreement are to the Appendix for the applicable fiscal year.

[2] *See also* Appendix A at pages 1, 4 and 5 for specific HQ PSFAs retained by IHS on behalf of KIC.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer KIC	Indirectly to Cosigner KIC through ANTHC
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-the-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses. (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally available OIT Training instructions (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installation)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.2.2. Access to Training and Technical Assistance. To the extent funds are retained by IHS, KIC shall have access to training, continuing education, and technical assistance in the manner and to the same extent KIC would have received such services if it were not a Self-Governance Tribe.

1.2.3. Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. KIC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to KIC. KIC's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.2.4. HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.2.5. Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the Community Health Aide Certification Board, which was established by and is under the direct control and supervision of IHS, to accredit

training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

1.3. Historical PSFAs. KIC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, attached to this FA is an addendum entitled "Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from KIC's FY 1999 FA. The addendum is attached to the present FA only for the purpose of identifying historical levels of PSFAs received by KIC from ANMC and AANHS, and is specifically not made a part of this FA.

Section 2. Obligations of KIC. This FA obligates KIC to be responsible for and to provide health PSFAs, identified in Section 3, utilizing the resources transferred under this FA and other funds as they may become available to KIC. This FA further authorizes KIC to consolidate and redesign PSFAs as provided in the Act, and the Compact. KIC is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services.

Section 3. KIC Tribal Programs. Subject to the availability of funds, KIC agrees to administer, provide and be responsible for the health care PSFAs identified below in accordance with the Compact and this FA. For the purposes of this FA, KIC's General Budget Categories consolidate related health PSFAs as described in this subsection. KIC's wide range of services are provided and facilitated directly, and in cooperation with ANMC, ANTHC, SCF and other Co-Signers, including through field clinics, referral to ANMC and other arrangements with tribal health organizations. KIC delivers its programs and services through direct, telehealth, referral and purchased services, and may do so through purchasing health coverage. Any PSFA described in this section 3 may be performed by any organizational unit of KIC at KIC's direction. KIC may deliver health services in a variety of settings, including, but not limited to, clinics, homes, schools, and other community settings. KIC may also provide other PSFAs to meet the objectives of Section 3 of the IHCIA.

3.1. Health Care Services. KIC is committed to quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions required to provide quality patient care. ˙Both directly and through services provided by itinerant providers, KIC provides comprehensive medical, behavioral health, oral health, and emergency health care through clinics, home visits, and other care settings. KIC integrates traditional, complementary, alternative, and restorative approaches to the basic primary care service delivery program, as well as, promoting healthy communities through economic development and social well-being. These programs deliver services that promote the well-being of KIC tribal members.

3.1.1. Outpatient Medical Services: Provides comprehensive family practice and internal medicine by physicians and mid-level practitioners. KIC provides screening and health education, onsite treadmill testing, echocardiography, subcutaneous biopsy, IV medication administration including chemotherapy. Medical specialty services are

provided by KIC providers and include but are not limited to, family practice, rheumatology, hematology, diabetes, pediatrics, psychiatry, neurology, optometry & ophthalmology, orthopedics, urology, internal medicine and dermatology, and medication assisted treatment.

3.1.2. Emergency Medical Services: Facilitates development of emergency medical response infrastructure; and enhances coordination and planning for disaster response and emergency preparedness.

3.1.3. Women's Health: Provides comprehensive gynecological care. Includes obstetrical services, pre- and post-natal care, midwifery, maternal and newborn care.

3.1.4. Dental Program: Provides services to increase dental health and decrease the incidence of dental disease through diagnosis and treatment of dental problems. These services include, but not limited to, dental treatment modalities such as orthodontics, prosthodontics and related services, dental hygienist services, and preschool dental screening.

3.1.5. Behavioral Health/Substance Abuse: Provides outpatient counseling and psychiatric consultation to individuals, groups and families incorporating traditional tribal concepts, values and traditions. Behavioral Health services include, but are not limited to, crisis counseling, mental health evaluations, group therapy, ongoing counseling services, consultation with providers, domestic violence counseling and child abuse counseling, and substance abuse prevention and treatment activities, batterers intervention services, tobacco cessation services, Fetal Alcohol Spectrum Disorder prenatal screening, diagnostic assessments, elder care case management, community based home care chore services, home health services, and community education. Additionally, KICTHC Behavioral Health Department collaborates with the State of Alaska and KIC Social Services Department when interventions are needed.

3.1.6. Community Health Nursing: Provides nursing services, including, but not limited to, women's, children's and family services, community safety, immunizations and high risk patient follow up, case management, employee health, and infection control services provided by RNs, LPNs, and CNAs. Nursing administration includes, but is not limited to, providing leadership, direction and guidance in coordination with the Tribe's executive team and facilitating use of continuous quality improvement.

3.1.7. Traditional Healing: Includes the coordination of traditional healing practices, research, and training so that traditional healing may be incorporated “side-by-side” with medical practices to further incorporate Native values, beliefs and practices for the ultimate benefit of patients and families. Includes patient education about traditional medicines and healing practices, including various traditional crafts and activities. Traditional health care services will be provided in accordance with 25 USC Sec. 1680u.

3.1.8. Complementary and Alternative Medicine provides complementary and alternative patient care services demonstrated to be reasonably safe and effective and

indicated for the patient's diagnosis or condition may be provided following a referral from a primary care provider (defined as a MD, DO, DDS, DMD, PA or ANP).

3.2. Ancillary Services: Ancillary services will be maintained at levels sufficient to support medical diagnosis and treatment including, but not limited to:

3.2.1. Diagnostic Services: A full range of laboratory services are provided as well as radiology services. These include, but are not limited to, specimen collection, specimen handling, diagnostic testing and clinical interpretation, x-ray services and diagnostic imaging.

3.2.2. Pharmacy: Pharmaceutical services include, but are not limited to, recommending drug therapies, dispensing medications and monitoring of medication treatment plans to assure appropriate, safe, cost effective therapies and to provide patients with information regarding their treatment to assure compliance and mitigate potential side effects.

3.2.3. Physical Therapy: Includes, but is not limited to, rehabilitation physical therapy services, self-care education and referral to other providers for certain outpatient physical therapy services.

3.3. Purchased/Referred Care: Within available funding, KIC purchases authorized services from non-IHS, non-tribal facilities and providers not otherwise available or accessible to eligible beneficiaries, on a contractual or open market-basis and provides a referral system for other available resources. Program administrative activities include, but not are limited to, patient advocacy, monitoring of patient care for appropriateness of services, medical necessity policies, and eligibility determinations.

3.4. Additional Programs.

3.4.1. Diabetes Prevention and Control. This is a comprehensive program aimed at reducing diabetes and encouraging healthy and subsistence-based lifestyles and individual and community wellness through education and training programs, holding diabetes screening clinics in the communities, developing tracking systems and methods of notifying high risk and diabetic patients to visit the clinic regularly for follow-up, conducting foot and eye clinics for diabetic patients, conducting community outreach and education activities including, but not limited to, organizing and conducting fun runs, providing an on-site wellness center with access to aerobic, anerobic, and strength equipment and programs, and diabetes curriculum development; and gathering and reporting data related to diabetes.

3.4.2. Health Promotion and Disease Prevention Program: Provide comprehensive health promotion and disease prevention programs, including programs aimed at reducing diabetes and encouraging cancer screening, healthy and subsistence-based lifestyles, individual and community wellness; providing education and community outreach through community and individual activity, physical fitness and wellness programs, including culturally appropriate programs, such as arts and crafts, physical

and mental health focused activities and retreats, and sponsorship and direction of youth and adult team sports. Health promotion and disease prevention activities are provided at a variety of settings, including culture camp sites, community festivals, and schools.

3.4.3. Public Health and Epidemiology: Directly and/or through the ANTHC's Epidemiological Center, KIC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purpose of preventing or controlling disease, injury, or disability; reporting disease, injury, and vital events such as birth and death; and the conduct of public health and epidemiology investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.4.4. Home and Community-Based Services: Through a combination of western methods and traditional modalities, home care, and other community-based services; KIC provides assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to individuals who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and community-based services also provides palliative and other end-of-life services, respite, chore, nutrition, transportation, and other supportive services, including various senior programs and activities, and engages in planning and development of additional services. KIC provides the services described above and other home and community-based care, long-term care, hospice, and assisted living services in accordance with Section 205 of the IHCIA, as amended, 25 U.S.C. § 1621d.

3.4.5. Youth Wellness and Development Services. KIC provides youth and young adults with a broad scope of services designed to promote leadership skills, healthy lifestyles, and cultural pride, and to enhance self-confidence and self-esteem activities. The Haa Shuká culture-based youth camp provides KIC youth an opportunity to learn and practice traditional subsistence skills. The youth are taught healthy and functional life skills through their interactions with Alaska Native counselors who emphasize the positives of being drug and alcohol free. KIC provides youth and young adults with a broad scope of services designed to assist them to lead healthy, productive lives and to engage fully in educational and other age-appropriate activities, including, but are not limited to, student support activities, career exploration and work experience, and life skills training.

3.4.6. Training and Health Careers, including, but not limited to, health career support, placement, recruitment, on-the-job and continuing health care providers health-related training, and scholarship promotion.

3.4.7. Community Child Welfare and Family Services: KIC provides comprehensive health services to respond through a multidisciplinary approach to child physical abuse, sexual abuse, and neglect and other conditions that place a child at physical or emotional risk.

3.4.8. Community Safety and Violence Prevention: Provides information, education, and services, including, but not limited to, domestic violence prevention and advocacy, including, but not limited to, transportation to facilitate access to care and case management, and participation in the community Sexual Assault Response Team;

3.4.9. Well Community Support: Provides community support programs, including, but not limited to, cultural camp activities, youth alternative programming, fitness programs, nutrition and dietary programs; programs aimed at encouraging healthy and subsistence-based lifestyles, including the harvest of traditional foods, individual and community wellness; health education and nutrition provide services to inform, educate, and motivate residents to adopt healthy lifestyles, including, but not limited to, Fetal Alcohol Syndrome/Fetal Alcohol Effect (FAS/FAE) prevention and treatment; nutrition services for women, young children, and infants, such as providing supplemental foods; and nutrition education, counseling and other services for women, young children, infants, elders, and others who are at nutritional risk.

3.5. Support Services: a complement of services required to support the provision of health services to KIC may include, but are not limited to:

3.5.1. Administrative Services: Provides administrative support services to all other PSFAs including, but not limited to, developing, interpreting, coordinating and administering the organization's policies and providing expertise, direction, program and staff supervision, organizational and program planning, administrative support (including, but not limited to, telemedicine and telecommunications), facilities and equipment management, maintenance and improvements; security; budget development and maintenance; third-party billing and collections; grant writing; legal consultation; accounting functions; contract development and management; purchasing management; technology management; reporting statistics; carrying out compliance activities; overseeing other administrative functions, and other activities as described more specifically in the following sub-sections.

3.5.2. Financial Management: Includes, but is not limited to, organizing, coordinating and executing budget and financial operations and coordinating efforts with other finance personnel and finance related systems; establishing and overseeing internal controls; auditing; and other related functions.

3.5.3. Grants and Awards Management and Planning: Includes, but is not limited to, proposal research, development and preparation and grant management and monitoring functions related to potential and awarded grants and contracts that complement the PSFAs under this FA.

3.5.4. Human Resources: Includes, but is not limited to, staffing, recruitment and retentions; administering and implementing policies and procedures related to personnel; providing training and development for employees; job classification, pay and benefit administration; employee relations; maintaining appropriate personnel records; administering and managing hiring processes according applicable laws.

3.5.5. Patient Registration: administrative services such as electronic health record data entry; medical manager data entry maintenance; planning and implementation of the KIC electronic health record system; and health information management.

3.5.6. Benefits Coordination: determining eligibility for medical insurance and assistance with applications for same; and assisting individuals in obtaining alternative funding for health care services;

3.5.7. Quality Assurance Coordination: Providing education, coordination and support in the areas of Continuous Quality Improvement, risk management, corporate compliance, medical cost recovery and issues relating to complying with certifying and regulatory agencies; providing, through Risk Management, legal research, processing subpoenas, coordinating depositions, managing tort claim cases, coordinating a corporate compliance program that ensures compliance with federal and state laws, rules and regulations.

3.5.8. Tribal Relations, Coordination, and Advocacy: Participate in all levels of Tribal Government as required to advocate for health care, to report to the Tribes on the compact , to coordinate programs and activities with Tribal and IHS programs, and to advocate for improved health care and services for the Tribes.

3.5.9. Telecommunications, Information & Technology Services: Information and technology services provides support functions for hardware, software, applications development, telecommunications, biomedical devices and management, non-technical health information, overall systems and operations management and senior leadership level information management and strategic planning.

3.5.10. Safety and Environmental Services: Provides services related to environmental health including, but not limited to, education, consultation to and facilitation of training for the Tribal Council and community members regarding such matters as septic systems, landfills, hazardous materials disposal, environmental and incineration services; safe drinking water, environmental health training; identification, evaluation, and control of biological, chemical, and physical factors in the environment that may have an adverse impact on human health; safety management programs; hazard surveillance monitoring, hazardous materials and waste, and bioterrorism preparedness and training.

3.5.11. Facilities Management: Includes, but is not limited to, performance and management of contracting activities and facility construction, procurement, maintenance and renovation activities.

3.5.12. Property and Supply: Includes, but is not limited to, the materiel management function that ranges from management and distribution of supplies, equipment and mail, to overseeing numerous rental and maintenance contracts, to inventory control of equipment assets.

3.5.13. Housekeeping: Includes, but is not limited to, the provision of routine cleaning of facility surfaces in patient care and non-patient care areas; unscheduled and/or emergency housekeeping services that are considered necessary for reasons of health, safety or patient care (spills, etc.); and assisting the various department managers with their responsibility to monitor the facility's interior for areas needing repair and reporting of same.

3.5.14. Transportation Services: In accordance with Section 213(a) of the Indian Health Care Improvement Act, as amended (25 U.S.C. § 1621*l*), provides patient transportation services for eligible patients and qualified escorts to receive care at the KIC facilities or to transport them to other sites in order to receive care.

3.5.15. Executive Direction: Includes, but is not limited to, program planning, including both strategic and operational planning; financial management, personnel management and ensuring that the executive direction meets or exceeds the requirements of regulatory programs. Includes medical, dental and behavioral health staff office functions including but not limited to credentialing, privileging, committee support and functions related to regulatory requirements. Includes the activities of the Tribal Council and Health Advisory Board who oversee the operation of the program and issues relating to the contracted PSFAs.

3.6. Other Programs/Services Funded: This FA includes PSFAs resulting from tribal redesign or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out PSFAs that may be included in the FA pursuant to Section 505 of the Act, and Article III, Section 6 of the Compact, and the Indian Health Care Improvement Act, as amended.

3.7. Federal Tort Claims Act. The Federal Tort Claims Act (FTCA) applies to all PSFAs carried out by KIC under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(c) of Title I of the Act) and Section 314 of P.L. 101-512) and Article V, Section 3 of the Compact. The extent of FTCA coverage is described more particularly in 25 C.F.R. § 900.180-900.210.

3.8. Tribal Facilities and Locations. KIC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix C, incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 4. Amounts Available During the Term of this Funding Agreement.

4.1. Line Item Amounts. The following amounts are available to KIC pursuant to the Compact and Title V of the Act, as amended, and are subject to reductions only in accordance with Section 508 of Title V and Section 106 of Title I of the Act.[3]

	Annual Funding
Recurring base: Inclusive of all recurring funding, including recurring contract support funds.[4]	$5,999,117
Non-recurring funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[5]	$3,895,987
Subtotal: (This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreement].**)**	$9,895,104
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement.[6]	$205,391
Headquarters - Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$143,556

[3] A breakout of these funds is shown in Appendix A, which is hereby incorporated by reference, and which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and KIC for the respective year and incorporated by amendment into this Funding Agreement.

[4] KIC and IHS entered into an agreement (Reconciliation Agreement between the IHS and the Ketchikan Indian Community) on September 7, 2001 in which the recurring base funding due KIC for FY 2001 was established to be $3,880,640 as identified in Operating Resources Detail ("ORD") (formerly called Advice of Allowance) 10, dated August 6, 2001. This amount was determined according to the Reconciliation Agreement and subsequent increases as identified in Operating Resource Detail documents issued since ORD #10, dated Aug. 6, 2001. A breakout of recurring funds is shown in Appendix A. *See* footnote 3.

[5] Other non-recurring funds are not specifically identified in this FA, but will be provided to KIC in the future to the same extent as they have historically been provided. Statutorily mandated grant funding is not included in this total. *See* footnote 3.

[6] Funds from Area were distributed according to methodology agreed upon in a caucus open to all Alaska Tribes and Co-Signers. The specific methodologies are identified in Appendix A.

[7] The TSA Headquarters Tribal shares were allocated according to the following process, which was adopted in caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

	Annual Funding
Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[8]	$0
Subtotal - Tribal Shares[9]	$348,947
TOTAL COMPACT FUNDING[10]	$10,244,051

4.2. Additions to Funding. The amounts set forth in Section 4.1 are subject to additions for reimbursements and for new funds received during the term of this FA including amounts that historically have been distributed as non-recurring funds under Titles I, III or V of the Act. Any amounts remaining unspent under previous FAs, after adjustment and reconciliation of the withheld amounts for supplies and services, as of the last day of the previous fiscal year, shall be included in this FA.

4.3. Diabetes and Statutorily Mandated Funding. In accordance with Section 505(b)(2) of Title V, and its implementing regulations, the parties agree that the Secretary will add KIC's Diabetes Grant(s) and any other statutorily mandated grants administered by the Department of Health and Human Services through the IHS to this FA after the award of the grant(s). Grant funds will be paid to the KIC as a lump sum advance payment through the PMS grants payment system as soon as practicable after the award of the grant. KIC will use interest earned on such funds to enhance the purposes of the grant(s) including allowable administrative costs. KIC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate statutorily mandated grant funds nor redesign the statutorily mandated grant program, except as provided in the implementing regulations or the terms of the grant.

4.4. Contract Support Costs.

Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of

[8] The equipment replacement shares were allocated by program formula. Additional monies shall be added to both types of Headquarters shares if additional funds become available. In addition to the FA amount, KIC may be entitled to additional funds which have been restricted. See Appendix A for detail.

[9] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount may be adjusted to make available all tribal shares for which KIC is eligible.

[10] This amount is subject to amendments in accordance with Section 11, Amendment or Modification to this Agreement.

execution of this agreement, the amount to be paid under the FY covered by this agreement, which represents the parties' estimate of KIC's full CSC requirement pursuant to 25 U.S.C. § 5325, is $4,269,058, including $592,410 for direct CSC and $3,676,648 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and KIC's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq.

4.5. Base Budgets.

4.5.1. Categories and Base Year. At the end of the first period of the base budget option, IHS and all Co-Signers agreed to extend the three year (FY 1998–FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001–FY 2002). IHS and Co-Signers have agreed to further extend the base budget period at KIC's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended Through
Headquarters TSA amounts[11]	FY 97	FY 2025
Equipment Replacement Funding	Not included	
Area Tribal Share	Not included	

4.5.2. Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6. "Adjustments Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the Compact and when current Co-Signers add or retrocede PSFAs, as provided in Section 11.2 "Amendment or Modification of this FA, Due to Addition of New IHS PSFAs."[12] Adjustments also shall be permitted when KIC chooses to restrict or un-restrict previously "restricted" or "un-restricted" IHS categories, provided that restrictions shall be changed only during annual negotiations. KIC also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriations for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 9. KIC shall also remain eligible for the distribution of additional IHS

[11] Alaska Tribal Health Compact base budgets for TSA amounts shall be considered as a whole (entire Compact amount) and shall be subject to adjustment of the internal allocation subject to Compact agreements.

[12] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Headquarters tribal shares for Assessments, Workers' Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

4.6. M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including KIC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to KIC as a part of the lump sum due. The amount is determined by multiplying the FY 2022 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2023 will be based on the final FY 2023 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2023 Routine M&I allocation, is less than the 90% calculation, KIC will return the difference to the IHS. KIC and IHS have agreed that KIC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to KIC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

KIC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,[13] as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If KIC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. The KIC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to

[13] M&I eligible federally owned facilities operated by KIC continue to be eligible to access non-routine funds through the Competitive Pool.

ANTHC's FA. The M&I eligible federally owned facilities operated by KIC shall continue to be eligible for Competitive Project Pool funding.

If KIC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and KIC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS[14] deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

KIC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. KIC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.7. Equipment Replacement Funds. Of the amount shown in Section 4.1 for Headquarters Tribal Share "Program Formula," $0 are for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due KIC was determined by multiplying the FY 2022 Equipment Replacement amount paid to KIC by 90%. The final Equipment amount paid in FY 2023 will be based on the final FY 2023 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2023 Equipment Replacement allocation, is less than the 90% calculation, KIC will return the difference to the IHS. See also, Appendix A, footnote to line 22 on page 6.

Section 5. Method of Payment

5.1. Payment Schedule. Except as provided in Section 5.3, all funds identified in Section 4 of this Agreement shall be paid to KIC in accordance with Article II, Section 4 (a) of the Compact as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer.

[14] "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

5.2. Availability of Tribal Shares. As negotiated in this funding agreement, KIC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment.

5.3. Buyback/Withhold. KIC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal Government under Article V, Section 22 of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to KIC are set forth in the Buyback/Withhold Agreement between the IHS and KIC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in section 2.2.4. of the Buyback/Withhold Agreement for FY 2023 shall be 0.285 percent. Notwithstanding Section 5 of Buyback/Withhold Agreement, upon request of IHS or any Co-Signer, such Agreement will be negotiated for future fiscal years annually during the effective dates of this FA.

5.4. Periodic Payments. Payment of funds otherwise due to KIC under this FA, which are added or identified after the initial payment is made, shall be made promptly, upon request of KIC, by check or wire transfer.

Section 6. Adjustments Due to Congressional Actions. The parties to this FA recognize that the total amount of federal funding provided under this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such law, the amount of funding provided to KIC in this FA shall be adjusted as necessary, after KIC has been notified of such pending action and subject to any rights which KIC may have under this FA, the Compact, or the law.

Section 7. Records.

7.1. Incorporation of the Privacy Act. Pursuant to Section 506(d)(l) of Title V, records acquired, generated or maintained by KIC shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1.1. Patient medical records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. § 552a(b); and

7.1.2. Pursuant to Section 105(o) of Title I, the medical records generated by KIC shall at the option and expense of KIC be stored with the National Archives and Records Administration, and KIC shall have access to such records.

7.2. Confidentiality. KIC shall maintain the confidentiality of its patient records in accordance with policies and procedures adopted by the KIC Tribal Council, which will be consistent with the purposes and guidelines of the Federal Privacy Act of 1974. KIC will seek to comply with the Administrative Simplification provisions of HIPAA, including, but not limited to, privacy, security, transactions and code set regulations, codified at 45 C.F.R. Parts 160, 162, and 164. IHS retains the responsibility for HIPAA compliance for retained IHS health care component activities.

Section 8. Program Rules. KIC will make best efforts to carry out the PSFAs in this FA in compliance with national accreditation standards and those program regulations, guidelines, and directives approved by the KIC Tribal Council. Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, KIC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V so long as they are in effect.

Section 9. Retrocession and Discontinuance. In accordance with P.L. 105-143, as amended by P.L. 105-174:

9.1. Retrocession. The retrocession provisions of Section 506(f) of the Act, as amended, are herein adopted, except that the effective date of a retrocession request of KIC, in whole or in part, shall be one year from the date of the request by KIC or an authorizing tribe or village, except as provided as follows: Retrocession may be effective with less than one year's notice, providing KIC, the tribe or village requesting retrocession, and IHS agree to an effective date of less than one year from the date of the retrocession request.

9.2. Discontinuance. KIC may discontinue its participation in the Compact after written notice to each authorizing tribe or village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing tribes and the IHS.

9.3. Withdrawal Procedures.

9.3.1. Process. Unless prohibited by law, a tribe or tribal organization may withdraw from a participating tribal organization, fully or partially, any PSFA (or portions thereof) included in the Compact or FA, and such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on:

9.3.1.1. —the earlier of (i) one year from the date of submission of such request; or (ii) the date on which the FA expires; or

9.3.1.2. —such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and FA on behalf of the withdrawing Indian tribe or tribal organization.

Section 10. Consolidation of Previous Funding Agreements. All previous AFAs and FAs shall be amended or terminated, as appropriate, to transfer funds into this FA for PSFAs, materials, and facilities provided to the Tribes represented by KIC until all funds allocated to them have been completely expended and KIC agrees to their termination.

Section 11. Amendment or Modification of this FA.

11.1. Services from IHS. Should KIC determine that it wishes the IHS to provide PSFAs included in the FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from KIC back to the IHS and the pro-rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers' Compensation to any Co-Signer.

11.2. Due to Addition of New IHS PFSAs. Should KIC determine that it wishes to provide a PSFA of the IHS not included in this FA, KIC shall submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, KIC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)–(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to the FA and the amendment shall be executed through the Area Office and added to the FA. KIC may, at its sole option, choose to submit proposals under Title I or Title V of the Indian Self-Determination and Education Assistance Act, as amended.

11.3. Due to Availability of Additional Funding. KIC shall be eligible to receive any increases in funding for maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a Self-Determination contract, rather than under the Compact and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this FA shall be amended to provide for timely payment of such new funds to KIC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with KIC.

11.4. Other Adjustments. Upon written authorization by KIC and agreed to by the IHS, IHS may reallocate funds retained by the IHS, which are obligated to KIC for the purpose of reimbursing the IHS for services or equipment provided to KIC, to assist KIC in carrying out the terms of the Compact and this FA.

11.5. General Procedures for Amending or Modifying this FA. This provision shall apply to all amendments or modifications proposed by the KIC, unless the KIC states otherwise in the proposal. Amendments or modifications proposed by KIC shall be submitted in writing to IHS, AANHS Director, with a copy to the IHS Office of Tribal Self Governance. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 of the Compact, or as otherwise provided in this Section 11, a request to amend or modify this FA submitted by KIC shall be processed in accordance with Section 507 (b)–(d) of Title V, and all provisions of those identified sub- sections are incorporated herein for this purpose.

11.6. Funding Increases.

11.6.1. Written consent of KIC shall only be required for issuing amendments for those funds which:

11.6.1.1. Require a change to Section 3 - KIC Tribal Programs under the Compact and this Funding Agreement;

11.6.1.2. Require a specific commitment by KIC (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

11.6.1.3. Reduce funding other than changes in Congressional appropriations pursuant to Section 6.

11.6.2. Amendments not requiring written consent may include, but are not limited to:

11.6.2.1. Program/Area/HQ Mandatories;

11.6.2.2. Program/Area HQ End-of-Year Distributions;

11.6.2.3. CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, KIC will return the unused amount to the IHS CHEF account;

11.6.2.4. CHS Deferred Services;

11.6.2.5. Routine Maintenance & Improvement; or

11.6.2.6. Collections and reimbursements.

11.6.3. Amendments reflecting payment of these funds shall be provided to KIC after any such funds are added to the FA. KIC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

Section 12. Reimbursement from Third Parties.

12.1. Third Party Revenues. Any funds recovered by the KIC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to eligible beneficiaries by the KIC, or for such services previously provided by the IHS in a PSFA now operated by the KIC, shall be the property of the KIC and shall be considered program income to be utilized by the KIC as provided in Article III, section 7 of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, section 7 of the Compact.

12.2. Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, and as otherwise provided in law, KIC shall be the payer of last resort.

Section 13. Services to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c (Section 813), authorizes the governing body of a Tribe carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether the health services should be provided under the Tribe's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law." 25 U.S.C. § 1680c(c)(2). The Tribal Council has made such determination consistent with Section 813 and provides for its findings in Resolution No. 10-50. Resolution No. 10-50 is attached as Appendix E and incorporated by reference herein. KIC may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 2011-22.

Section 14. Memorializing Disputes. The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in sections 507(b)–(d) of Title V, or at KIC's option, may be set forth in an attachment to this FA which shall be identified as Addendum B, "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this FA, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. KIC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 15. Severability. This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the Compact.

Section 16. Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), KIC exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

16.1. 25 U.S.C. § 5304(e) (definition of "Indian Tribe");

16.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training, and evaluation);

16.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);

16.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);

16.5. 25 U.S.C. § 5328(b) (conflicting provisions of law);

16.6. 25 U.S.C. § 5329(c) section 1(b)(8)(F) (screener identification);

16.7. 25 U.S.C. § 5329(c) section 1(b)(9) (availability of funds);

16.8. 25 U.S.C. § 5329(c) section 1(d)(1)(B) (construction of contract);

16.9. 25 U.S.C. § 5329(c) section l(d)(2) (good faith).

Section 17. Effective Date and Duration. This FA shall become effective on October 1, 2022, and remain in effect through the end of Fiscal Year 2025 (i.e., September 30, 2025) or until a successor agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of the Department
of Health and Human Services

Evangelyn L. g i i ed byEvangelynL

By: Dotomal'nS - Date: 2022.10.2810:53:12 -08:00:

Evangelyn Dotomain
Alaska Area Director
Indian Health Service

Date:_____ __

Ketchikan Indian Community

By:_____
Trixie Bennett, President

Date:____-6_ , / _, / 'J-o :J.)-__ _

Appendix A

FY 2022 Financial Summary

Ketchikan Indian Community

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2022

Tribal Share Summary Ketchikan Indian Community	FY 2022 Negotiated Amount	KIC Restricted	Total Due KIC	Initial Lump Sum Payment
Area TS Amount	$213,602	$8,211	$205,391	$205,391
	0		0	0
Subtotal Area TS Amount	$213,602	$8,211	$205,391	$205,391
Headquarters TSA Amount	$161,721	$18,164	$143,557	$143,557
Headquarters Other Program Formula (OEHE)	$1,034	$1,034	$0	$0
Subtotal Headquarters TS amounts	$162,755	$19,198	$143,557	$143,557
Total Tribal Shares	$376,357	$27,409	$348,948	$348,948

Driving Variables Ketchikan Indian Community	FY 2022
Population (2010 Census AN/AI population)	2901
Tribes (Federally Recognized Tribes)	2
Recurring Base - FY 2013 (less VBC)	$5,789,619
Percentage of Total Area TS (of all Alaska Tribes)	1.58471%
Percentage of ATHC (of all Title V Alaska Tribes)	1.60435%
Number of MOA employees	1
Number of IPA employees	0

Individually Restricted Items Ketchikan Indian Community	FY 2022
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	NO
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Ketchikan Indian Community

Line #	FY 2022 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	KIC AK Dist.	KIC Retained	KIC Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$188,582		$188,582
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$8,211	$8,211	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$3,120		$3,120
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$3,092	*$0*	$3,092
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$14,424	$8,211	$6,212
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$9,347		$9,347
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$660	$0	$660
23	Health Facilities/Main./ Spec. Prc	$1,368,036	$114,204		$1,216,669	$37,163	$589		$589
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$10,596	$0	$10,596
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$213,602	$8,211	$205,391

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space avai

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Ketchikan Indian Community

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares KIC Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$2,220	$0	$2,220
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$180	$180	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$3,222	$0	$3,222
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$1,992	$0	$1,992
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$2,260	$0	$2,260
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$1,166	$0	$1,166
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$499	$0	$499
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$674	$0	$674
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$181	$0	$181
	118	Research Projects	x			$1,283,252			143,088	143,088	$2,296	$0	$2,296
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$48	$0	$48
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$3,288	$497	$2,790
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$147	$0	$147
	123	Physician Residency	x			$277,416			31,093	31,093	$499	$0	$499
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$3,699	$0	$3,699
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$5,523	$0	$5,523
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$44,327	$12,323	$32,004
	127	Evaluation	x			$1,063,992			119,272	119,272	$1,914	$0	$1,914
	128	National Indian Health Board	x			$459,114			51,111	51,111	$820	$0	$820
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$1,810	$0	$1,810
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$671	$0	$671
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$2,428	$0	$2,428
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$1,352	$0	$1,352
	133	Health Records	x			$136,277			12,043	12,043	$193	$0	$193
	134	AIDS Program	x			$422,971			78,823	78,823	$1,265	$0	$1,265
	135	Handicapped Children	x			$346,083			40,775	40,775	$654	$0	$654
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$14,855	$4,130	$10,725
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$1,848	$0	$1,848
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$4,823	$0	$4,823
	202	IHS Dental Program- Program formula		x		$5,268,414					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$2,796	$0	$2,796
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$1,125	$0	$1,125
	303	National Conference	x			$107,552			$11,990	11,990	$192	$0	$192
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$8,288	$0	$8,288
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$777	$0	$777

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Ketchikan Indian Community

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares KIC Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$5,796	$0	$5,796
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$1,655	$0	$1,655
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$2,050	$0	$2,050
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$4,297	$0	$4,297
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$24,989	$0	$24,989
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$4,902	$1,034	$3,868
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,130,837				$197,905	$339	$339	$0
	2403	Facilities & Property Support		x		$24,305,205				$221,409	$12	$12	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$683	$683	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$161,721	$18,164	$143,557
TOTAL PROGRAM FORMULA AMOUNT						$47,471,900				$1,497,560	1,034	$1,034	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,594,258				$11,577,745	$162,755	$19,198	$143,557

Column 1 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - Direct Ops Dental from line 1302 is now here. No impact on TS.
Line 1301a - DIR Withheld was computed at 16.4% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Ketchikan Indian Community** **58G980055**

Contract/Compact Period **October 1, 2021 through September 30, 2022**

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.015847122		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$2,571,756		$53,736	$82,900	($70,739)	$2,637,653
2	Dental	$260,893		$3,320	$4,823	$0	$269,036
3	Mental Health	$15,566		$20,461	$4,113		$40,140
4	Alcohol & Substance Abuse	$77,307		$13,567	$9,066		$99,940
5	Public Health Nursing	$2,247		$1,942	$1,655		$5,844
6	Health Education	$610		$3,980	$2,050		$6,640
7	Community Health Representati	$4,789		$1,467	$4,297		$10,553
8	Immunization (AK only)	$1,194		$5,516	$0	$0	$6,710
9	Direct Operations	$4,385		$67,772	$28,856		$101,013
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$2,938,747	$0	$171,761	$137,760	($70,739)	$3,177,529
15	Purchased/Referred Care	$2,467,960		$23,034	$5,796		$2,496,790
16	Operational Cost for Tribal Clinics					0	$0
17	Environmental Health Support	$0		$9,347			$9,347
18	Facilities Support	$0		$1,249			$1,249
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$192,200		$0		$192,200
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$27,139				$27,139
24	TOTAL, Facilities	$0	$219,339	$10,596	$0	$0	$229,935
25	Current year CSC Direct	$592,410					$592,410
26	Current year CSC Indirect		$3,676,648				$3,676,648
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$592,410	$3,676,648	$0	$0	$0	$4,269,058
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$5,999,117**	**$3,895,987**	**$205,391**	**$143,556**	**($70,739)**	**$10,173,312**

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 15 dated 9/30/2021

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to ad

Ketchikan Indian Community
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **No**

surcharge **0.285%** **(Yes or No)**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes**

0.285% **(Yes or No)**

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs	$205,389	$6,244	$585	$212,218	$17,685	$70,739
VBC	$0		$0	$0	$0	$0
Other	$0		$0			$0
SUBTOTAL H & C	$205,389	$6,244	$585	$212,218	$17,685	$70,739
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases			$0	$0	$0	$0
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$0	$0	$0	$0	$0	$0
Withhold Total	**$205,389**	**$6,244**	**$585**	**$212,218**	**$17,685**	**$70,739**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other cost

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix B

FY 2020 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO KETCHIKAN INDIAN COMMUNITY FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Ketchikan Indian Community under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Ketchikan Indian Community's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Ketchikan Indian Community to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Ketchikan Indian Community or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	~~Residual~~ Transitional	~~Staffing~~ (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting ,, Personal Property, and FOIA Coordinatio n	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: Evangelyn L. Dotomain -S
Digitally signed by Evangelyn L. Dotomain -S
Date: 2022.03.03 13:55:58 -09'00'

Director
Alaska Area Native Health Service, IHS

Date: 03/03/2022

Ketchikan Indian Community
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: N Sk

Norman Skan, President
Ketchikan Indian Community

Date: 7/28/20

Appendix C

FY 2023 Facilities List

KETCHIKAN INDIAN COMMUNITY

FY 2023 FUNDING AGREEEMENT
APPENDIX C

List of Facilities and Locations

1. KIC Tribal Health Clinic, 2960 Tongass Ave.
2. Ketchikan General Hospital, 3100 Tongass Avenue, Ketchikan
3. KIC Social Services, 201 Deermount Street, Ketchikan
4. KIC Saxman Community Hall, 2706 South Tongass Highway, Ketchikan
5. Pioneer Home, 141 Bryant Street, Ketchikan
6. Senior Housing, Saxman
7. Ketchikan Gateway Borough Schools, Ketchikan
    a. Ketchikan High School, 2610 Fourth Avenue, Ketchikan
    b. Schoenbar Junior High, 217 Schoenbar Road, Ketchikan
    c. Valley Park Elementary, 410 Schoenbar Road, Ketchikan
    d. Revilla High School, 3131 Baranof Avenue, Ketchikan
    e. Point Higgins Elementary, 981 N. Point Higgins Road, Ketchikan
    f. Houghtaling Elementary, 2940 Baranof Avenue, Ketchikan
    g. Tongass School of Arts and Sciences, 410 Schoenbar Road, Ketchikan
    h. Fawn Mountain Elementary, 400 Old Homestead Rd, Ketchikan
    i. Ketchikan Charter School
8. KIC Housing and Cultural Resources, 429 Deermount Street, Ketchikan
9. Ketchikan Gateway Borough Recreation Center, 601 Schoenbar Road, Ketchikan (PSFAs include FA Section 3.2.1; 3.2.7; and 3.2.8)
10. Behavioral Health Facility, 201 Deermount, Ketchikan
11. Ketchikan Head Start Facilities
    a. Ketchikan Head Start RACAP, 1001 Schoenbar Rd
    b. Saxman-Tlingit & Haida Head Start, 2456 Raven St.
12. Haa Shuká Culture Camp
13. Ted Ferry Civic Center
14. KIC COVID-19 Services Facility, 306 Main Street, Ketchikan
15. KIC Culture Camp Naha Bay, Ketchikan

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
the Ketchikan Indian Community

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Ketchikan Indian Community (hereinafter "KIC") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), KIC has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by KIC on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to KIC shall be determined under section 2 below. KIC's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. KIC may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, KIC may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by KIC.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5.1 of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to KIC.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services KIC proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent KIC from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by KIC and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by KIC.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to KIC under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing

services to KIC.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of KIC. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by KIC and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. KIC assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by KIC shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of KIC.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by KIC under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The KIC is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of

Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. KIC agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged KIC for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to KIC of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by KIC authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services KIC proposes to purchase from the IHS. In such case, no monthly payments are due from KIC. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to KIC and adjustments in the amount of withhold or payments needed to pay for all services KIC has purchased, or proposes to purchase, will be made to the IHS by KIC. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount KIC hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount KIC hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to KIC of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from KIC for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to KIC due to Congress authorizing continuing resolutions or other delays in making lump sum payments to KIC.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to KIC within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and KIC will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to KIC, any over recovery by the IHS must be returned to KIC and within 30 days after the final end-of-year reconciliation is

due any under recovery must be paid by KIC.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from KIC.

3.4 Use of Other Funds Due KIC to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to KIC, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of KIC's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to KIC under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by KIC under this Agreement in a manner agreeable to KIC and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, KIC may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. KIC shall have the option of resolving the dispute in accordance with Article II, Section

10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 3/30/11

KETCHIKAN INDIAN COMMUNITY
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: Norman Arriola
Norman Arriola, KIC Council President

Date: 12/01/2010

Appendix E

KIC Resolution #10-50

Ketchikan Indian Community

2960 Tongass Avenue | Ketchikan, AK 99901

KIC RESOLUTION #10-50

TITLE: **A RESOLUTION OF THE TRIBAL COUNCIL OF THE KETCHIKAN INDIAN COMMUNITY AUTHORIZING CERTAIN SERVICES TO NON-INDIAN HEALTH SERVICE ELIGIBLE PERSONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Tribal Council of the Ketchikan Indian Corporation, doing business as the Ketchikan Indian Community ("KIC" or the "Tribe"), is a federally recognized Tribal government organized under a Constitution and Bylaws (collectively, the "Constitution") ratified on January 27, 1940, pursuant to Section 16 of the Indian Reorganization Act of 1936 ("IRA"), as amended; and

WHEREAS, the KIC Tribal Council (the "Tribal Council") is the representative Tribal Government and governing body of the Tribe;

WHEREAS, the KIC Tribal Council is empowered under Article V, Section 1(m) of the KIC Constitution to "protect the general welfare and security" of the KIC Tribal Government and Tribal members; and

WHEREAS, the KIC Tribal Council has previously adopted resolutions authorizing certain health services to be provided to non-beneficiaries for a fee -- KIC 04-19 (Dental Screening Services), KIC 04-20 (Orthodontic Services), and KIC 04-21 (Social Services), and

WHEREAS, Section 813(c) of the Indian Health Care Improvement Act, as amended, authorizes a Tribe like KIC, administering health programs under PL 93-638, as amended, to provide health services for a fee to individuals who are not eligible for services funded by the U.S. Indian Health Service ("non-beneficiaries") if the Tribe's governing body chooses to do so after taking into account whether the provision of services to non-beneficiaries will not result in a denial or diminution of health services to eligible Indians; and

THEREFORE, BE IT RESOLVED THAT, pursuant to its authority under Section 813(c), the Ketchikan Indian Community Tribal Council has taken into account the foregoing consideration under Section 813(c), as amended, and has determined to authorize, effective October 1, 2010, the KIC Health Tribal Clinic to provide, for a fee to non-beneficiaries, all health services the Clinic offers to beneficiaries and to provide such services to non-beneficiaries under its Indian Self-Determination and Education Assistance Act agreement with the U.S. Indian Health Service.

CERTIFICATION

This resolution was adopted at a duly convened meeting of the Ketchikan Indian Community Tribal Council assembled this 11th day of October, 2010, at the Ketchikan Indian Community, 2960 Tongass Avenue, Ketchikan, Alaska 99901, by a vote of: 7 Yes, 0 NO.

Norman Arriola, President

Norman Arriola

ATTEST:

Willard Jackson Sr., Secretary

Effective Date:			
Roll Call	Yes	No	Absent
ARRIOLA			
HUDSON	✓		
BUCHANAN	✓		
JACKSON, W.	✓		
DUNDAS	✓		
SANDERSON	✓		
FRANK	✓		
JOHNSON	✓		
4 Affirmative Votes Required for Passage			

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Alaska Area Native Health Services
4141 Ambassador Drive, Suite 300
Anchorage, Alaska 99508-5928

September 30, 2019

Norman Skan, President
Ketchikan Indian Community
2960 Tongass Avenue
Ketchikan, AK 99901

Dear Mr. Skan:

With this letter, we are pleased to transmit to you a signed original FY 2019-2022 Multi-Year Funding Agreement (MYFA) entered into under the Alaska Tribal Health Compact (ATHC) between the Ketchikan Indian Community (KIC) and the Secretary of the Department of Health and Human Services. This MYFA was effective October 1, 2019 and replaces the Funding Agreement (FA) signed March 30, 2011.

If you would like a copy of any other ATHC Co-Signer's current MYFA, please make your request to the Office of Tribal Programs.

We continue to wish the Ketchikan Indian Community every success in your efforts to provide the highest level of health care services possible to those you serve. It is our goal, as we work cooperatively together, to make self-governance successful for both the Ketchikan Indian Community and the Indian Health Service.

Sincerely,

Evangelyn "Angel" Dotomain, MBA
Acting Area Director
Alaska Area Native Health Service, IHS

Enclosures

cc: IHS-OTSG w/enclosure
Rebecca Patterson, Partner w/enclosures

Funding Agreement
between
KNIKTRIBE
and
the Secretary of the Department of Health and Human Services
ofthe
United States of America
Fiscal Years 2023-2025

This Funding Agreement is entered into by and between the Knik Tribal Council and the Secretary of the Department of Health and Human Services of the United States of America.

Section 1 - Obligations of IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its responsibilities as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, as amended (the Act), and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between Knik Tribe (Knik) and certain other Co-Signers thereof and the United States in Fiscal Years 2023-2025.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Knik, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Funding Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs

not negotiated into or listed in Appendix A will be the responsibility of IHS. The "Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.[1]

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and Knik will not be denied access to, or services from, Headquarters. Specifically, Knik will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to Knik. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files, and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve Knik's technical issue, OIT's support ofKnik will include technical support needed on-site by Knik. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to Cosi1mer**	**Indirectly to Cosigner through ANTHC**
National Database Services			
I00% Data Center Services	**X**		
Process Data Exports into National Database		**X**	
Evaluate, Correct, Convert Site Data for National Database		**X**	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	**X**		
Maintain IHS to Alaska Connection		**X**	
Email Transfer and Global Address Listing		**X**	
SMTP Gateway		**X**	
Intranet and Internet Access *(to* available bandwidth)		**X**	
Antivirus Software			**X**
Software Development and Maintenance			
100% Software Development and Maintenance	**X**		
Use ofIHS Contract Vehicles		**X**	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			**X**
RPMS Package Support/Installation			**X**
Svstem Suooort and Training			

[1] All references to Appendix A and Appendix C in this funding Agreement are to the Appendix for the applicable fiscal year, and are incorporated by reference.

100% System Suooort and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-site Training Instruction (four annual classes)			X
Hardware and Operating System Suooort			X
Cache Umirade (initial installations)			X
National Patient File (2000) Conversion			X
Envoy (WebMD) Installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, Knik shall have access to training, continuing education, and technical assistance in the manner and to the same extent Knik would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. Knik may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to Knik. Knik's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.2 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

1.3 Access to Federal Insurance. IHS will assist Knik to obtain information about the coverage, rights, and benefits available for its employees under chapters 87 and 89 of Title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available) and the procedures by which Knik may exercise its rights under Section 409 of the IHCIA, as amended to have access to such Federal insurance for its employees.

Section 2 - Obligations of the Co-Signer. This Funding Agreement obligates Knik to be responsible for and to provide health PSFAs, identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this Funding Agreement and other funds as they may become available to Knik. This Funding Agreement further authorizes Knik to consolidate and redesign PSFAs as provided in the Act, and the Compact.

Section 3 Tribal Programs and Budget. Knik agrees, subject to the availability of funding, to administer, provide, and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. For the purposes of this funding agreement, Knik's General Budget Categories consolidate related health PSFAs as described in this subsection. Services are provided within the Knik service area. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of Knik at Knik's discretion, and may be decreased or increased at Knik's discretion. Knik provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with Tribal health organizations.

3.1 Programs, Services, Functions, and Activities. Knik is committed to and strives to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services in the community through advocacy, networking, and collaborative efforts and through the direct delivery of services as well as contract health services arrangements. Knik works in collaboration with SCF on the services provided at the Southcentral Foundation Valley Native Primary Care Center, including participation on its Joint Operating Board. As defined by the Knik Tribe, Knik and its staff may provide services in facilities and settings other than those of Knik. Informational, preventive, and educational services are disseminated through various mediums and include a variety of subjects to promote cultural pride, leadership, healthy lifestyles, and life management skills. Employees may travel to various locations in the community to make presentations on such subjects to schools, public and private groups, and to participate in community-sponsored events.

3.1.1 Dental and Optometry Services. Through purchased/referred care Knik provides comprehensive services to raise the dental health and lower the incidence of dental disease, including, but not limited to, general dentistry, dental hygiene, dental education, and services to reduce the incidence and prevalence of eye problems, including screening and vision testing.

3.1.2 Transportation. Knik provides routine ground transportation services to facilitate access to healthcare services, including qualified escorts in accordance with Section 213(a) of the IHCIA, as amended 25 U.S.C. § 1621!.

3.1.3 Behavioral Health. Knik provides behavioral health services, and out-reach programs, including, but not limited to:

3.1.3.1 intake, assessments, referrals, and short-term outpatient counseling.

3.1.3.2 Health promotion and education (i.e., youth development services and programs, Tribal wellness and sobriety programs or activities, prevention of interpersonal violence, and environmental services); mental health outreach and referrals; library resources on health issues; client advocacy and case management for services described in this funding agreement; and crisis intervention.

3.1.3.3 Direction, training, technical assistance, and information to the tribal government in the development, implementation, and management of tribally operated programs, and health-related child protection issues.

3.1.4 Traditional Healing. Subject to Section 813 of the IHCIA, as amended at 25 U.S.C. § 1680u, Knik provides traditional healing services in coordination with existing western medicine services, including, but not limited to, sweat lodge and talking circles.

3.1.5 Child and Family Services. Knik provides assistance and services to children and families who have experienced or are at risk of child physical abuse, sexual abuse, and neglect and other conditions that place a child at physical or emotional risk, including services to assure a safe environment for the welfare of the child and work toward the ultimate rehabilitation of the child and family.

3.1.6 Community Health and Wellness. Knikpromotes healthy life styles through a number of community outreach activities including, but not limited to, services associated with health promotion and disease prevention events and the provision of supplemental foods and counseling for persons at nutritional risk.

3.1.7 **Contract Health Care.** Knik purchases health services not otherwise available or accessible to eligible beneficiaries in the Knik Service Area. Program administrative activities include, but not are limited to, patient advocacy, monitoring of patient care for appropriateness of services, medical necessity policies, and eligibility determinations.

3.1.8 Administrative Support Services. Provides a complement of services required to support the provision of health services, including, but not limited to:

3.1.8.1 General: administrative functions, including, but not limited to, providing direction, program and staff supervision, organizational and program planning, administrative support, facilities and equipment management, maintenance and improvement of facilities; inventory control; budget development and maintenance; third party billing; grant writing; legal consultation; accounting functions; contract development and management; purchasing management; technology management; and reporting statistics as appropriate.

3.1.8.2 Human Resources: provides personnel services including staffing, recruitment, retention, job classification, pay and benefits administration, training, continuing education and development, employee relations, human resources information systems; and staff health education;

3.1.8.3 Compliance Coordination: promotes responsible ethical behavior and business practices consistent with Knik's mission, vision, and values; risk management; HIPAA compliance, policy and procedure development and enforcement; and quality improvement activities;

3.1.8.4 Patient Registration: Includes administrative services such as RPMS data entry; medical manager data entry maintenance; and health information management.

3.1.8.5 Benefits Eligibility: determining eligibility for medical insurance and assistance with applications for same; and assisting individuals in obtaining alternative funding for health care services.

3.1.9 Tribal Representation: Provides Tribal representation on a regional, state, and national level, including, but not limited to, tribal representation to the ANHB, ANTHC, Anchorage Service Unit Tribal Health Council, and tribal caucus meetings, along with payment of dues and pro-rated consultation fees.

3.2 Tribal Council. The Knik Tribe actively provides policy and direction regarding all PSFAs carried out under this Funding Agreement.

3.3 Other Programs/Services Funded. This Funding Agreement includes PSFAs resulting from tribal redesign or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out PSFAs that may be included in the funding agreement pursuant to Section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.4. Non-IHS Funding. Knik will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Sections 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.5 Federal Tort Claims Act. The Federal Tort Claims Act applies to Knik's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V (which incorporates 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

3.6 Tribal Facilities and Locations. Knik operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this Funding Agreement, and will be incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

3.7 **Payer of Last Resort.** Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 290l(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, Knik shall be the payer of last resort.

Section 4 -Amounts Available During the Term of this Funding Agreement

4.1 The following amounts are available to Knik in Fiscal Years 2023-2025 pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[2]

	Annual Fundin2
Recurring Base: Inclusive of all recurrmg funding including recurring contract support funds.[3]	$49,642
Non-Recurring Funding. Inclusive of non-recurring contract support funds and such other funds which may be added to the contract.[4]	$10,658
Subtotal: This amount is subject to amendments in accordance with Section 11 fAmendment or Modification of this Funding Agreementl	$60,300
Area "Tribal" share to include funding identified from the Area Office and identified in Appendix A to this Agreement.[5]	$20,698
Headquarters- Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[6]	$14,513
Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Aooendix A. The	$0

[2] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and Knik for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

A breakout of these funds is shown in Appendix A and includes direct contract support costs that are available at the beginning of each fiscal year. *See* footnote 2.

[4] These non-recurring funds are shown in Appendix A. *See* footnote 2. Other non-recurring funds are not specifically identified in this Funding Agreement, but will be provided to Knik in the future by amendment.

[5] Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

[6] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the Funding amount, Knik is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "Knik Restricted" column on Page I of Appendix A.

amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	
Subtotal - Tribal Shares[7]	$35,211
TOTAL COMPACT FUNDING[8]	$95,511

These amounts are subject to additions for any reimbursements that will be added as received by IHS and new funds received during the term of this Funding Agreement, including amounts that have historically been distributed as non-recurring funds under Title I of the Act. We agree that any amounts remaining unspent under contract number 243-97-6039, after adjustment and reconciliation of any withheld amounts as of the last day of the previous fiscal year, shall be spent under the authority of this Funding Agreement.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to Knik's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add any of Knik's statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to Knik as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. Knik will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. Knik will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and§ 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the fiscal year covered by this agreement, which represents the parties' estimate of Knik's full CSC requirement pursuant to 25 U.S.C. § 5325, is $21,740, including $11,082 for direct CSC and $10,658 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and Knik's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability have not been determined. This amount will be adjusted to make available all tribal shares for which Knik is eligible.

For the reasons noted regarding the amounts that make up this total and because full funding amounts for under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three year (FY 98-FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001-FY 2002) and for each year since. IHS and Knik have agreed to additional extensions through FY 2025. IHS and Knik may agree to further extend the base budget option for subsequent fiscal years. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Cate1wrv of Fundin2	Base Period for Base Fundin2	Extended through:
Headquarters TSA amounts[9]	FY 1997	FY 2025
Equipment Replacement Funding	Not Included	*NIA*
Area Tribal Share	Not Included	*NIA*

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Adjustments Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede, PSFAs, as provided in Section 11.3 [Due to Addition of New Programs].[10] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. Knik also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other Headquarters PSFAs.

Section 5 - Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of this Funding Agreement] of this Funding Agreement shall be paid to Knik, in accordance with Article II, Section 4 (a) [Payment Schedule] of the Compact; payment to Knik to be made as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer.

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[9] Compact base budgets for TSA amounts shall be considered as a whole (entire Compact amount) and shall be subject to adjustment of the internal allocation subject to Compact agreements.

[10] This includes addition ofnew facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

5.2 Availability of Tribal Shares. Knik will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withhold.[11] Knik may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the Compact, as permitted by law. Knik does not wish to exercise this option at this time. If Knik chooses to accept this option during the effective period of this Funding Agreement, Knik and IHS will amend this Funding Agreement to incorporate the common Compact Funding Agreement provision applicable to Buyback/Withhold and Knik and IHS will enter into the current common Alaska Tribal Health Compact Buyback/Withhold Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to Knik under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of Knik by check or wire transfer.

Section 6 - Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to Knik in this Funding Agreement shall be adjusted as necessary, after Knik has been notified of such pending action and subject to any rights which Knik may have under this Funding Agreement, the Compact, or the law.

Section 7 - Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated, or maintained by Knik shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1.1 patient medical records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

7.1.2 pursuant to Section 105(0) of Title I, the medical records generated by Knik shall, at the option of Knik be stored with the National Archives and Records Administration, and Knik shall have access to such records.

7.2 Confidentiality Standards. Knik will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 C.F.R. Parts 160, 162 and 164. If a record is not subject to HIPAA, Knik will

[11] Knik currently does not exercise any buyback.

maintain the confidentiality of its patient records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 - Program Rules. Knik will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance only with those program regulations, guidelines, and directives approved by the Knik Board of Directors, which will include Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, Knik does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, shall be six months from the date of the request by Knik. Retrocession may be effective with less than six months notice, providing the Knik Indian Tribe and IHS agree to an effective date ofless than six months from the date of the retrocession request.

Section 10 - Consolidation of Contracts and Previous Funding Agreements. The contract listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, services, functions, activities, materials, and facilities provided by Knik.

Title I, **P.L. 93-638 Contract Number:** 243-97-6039, as modified.

Section 11 - Amendment or Modification of this Funding Agreement.

11.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment and shall require written consent of Knik, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

11.2 Services from IHS. Should Knik determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from Knik back to IHS and the pro-rata share of funding for that PSFAs shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses, including, but not limited to Workers Compensation to any Co-Signer.

11.3 Due to Addition of New Programs. Should Knik determine that it wishes to provide a PSFA of IHS not included in this Funding Agreement, Knik shall submit a proposal to IHS to provide such PSFAs. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Knik may submit a final offer in accordance with the Title V procedures set forth

in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS at the Alaska Area Office shall prepare within 30 days an amendment to this Funding Agreement, and the amendment shall be executed through the Area Office and added to this Funding Agreement.

11.4 Due to Availability of Additional Funding. Knik shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements, and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to Knik. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with Knik.

11.5 Other Adjustments. Upon written authorization by Knik and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to Knik, for the purpose ofreimbursing IHS for services or equipment provided to Knik to assist Knik in carrying out the terms of the Compact and this Funding Agreement.

11.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by Knik shall be submitted in writing to IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above **in** paragraphs 11.4 [Due to Availability of Additional Funding], and 11.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by **Knik** shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

11.7 Funding Increases.

11.7.1 Written consent of Knik shall only be required for issuing amendments for those funds which:

11.7.1.1 Require a change to Section 3 [Tribal Programs and Budget];

11.7.1.2 Require a specific commitment by Knik (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

11.7.1.3 Reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

11.7.2 Amendments not requiring written consent may include, but are not limited to:

11.7.2.1 Program/Area/HQ Mandatories;

11.7.2.2 Program/Area/HQ End-of-Year Distributions;

11.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Knik will return the unused amount to the IHS CHEF account;

11.7.2.4 CHS Deferred Services;

11.7.2.5 Routine Maintenance & Improvement; or

11.7.2.6 Collections and reimbursements.

11.7.3 Amendments reflecting payment of these funds shall be provided to Knik after any such funds are added to the Funding Agreement. Knik retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 12 - Third Party Recoveries. Any funds recovered by Knik through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to !HS-eligible beneficiaries by Knik, or for such services previously provided by the IHS in a PSFA now operated by Knik, shall be the property of Knik and shall be considered program income to be utilized by Knik as provided in Article III, Section 7 [Program Income] of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the Compact.

Section 13-Services to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c (Section 813), authorizes the governing body of a Tribe carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether the health services should be provided under the Tribe's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision oflaw." 25 U.S.C. 1680c(c)(2). The Tribe has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2011-28. Resolution No. 2011-28 is attached as Appendix D and incorporated by reference herein. Knik may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 2011-28.

Section 14 - National Environmental Policy Act. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless Knik has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix E. Where Knik plans to undertake an action, as described in Appendix E, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and Knik has not assumed these responsibilities, Knik will provide IHS with a Project Summary Document (see Appendix F-1) and a completed Environmental Information and Documentation Form (see Appendix F-2) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by Knik until IHS completes its compliance responsibilities and so advises Knik with a

Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 15 - Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at Knik's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. Knik does not waive any remedy Knik may have under the law with regard to these issues and any others not listed herein.

Section 16 - Severability.

This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 17 - Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), Knik exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

17.1. 25 U.S.C. § 5304(e) (definition of "Indian Tribe");
17.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
17.3. 25 U.S.C. § 5322(d)(l) (related to duty of IHS to provide technical assistance);
17.4. 25 U.S.C. § 5324(a)(l) (exemption from Federal procurement and other contracting laws and regulations);
17.5. 25 U.S.C. § 5328(b), (conflicting provisions oflaw);
17.6. 25 U.S.C. § 5329(c), section l(b)(F) (screener identification);
17.7. 25 U.S.C. § 5329(c), section l(b)(9) (availability of funds);
17.8. 25 U.S.C. § 5329(c), section l(d)(l)(B)(l) (construction of contract);
17.9. 25 U.S.C. § 5329(c), section l(d)(l)(B)(2) (good faith).

Section 18 - Effective Date and Duration. This Funding Agreement is effective on October 1, 2022, and will remain in effect through the 2025 Federal Fiscal Year or until a subsequent

agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of Department of Health and Human Services

By: Evangelyn L. Castagna -S
Digitally signed by Evangelyn L. Castagna -S
Date: 2024.08.12 13:22:05-08'00'

Alaska Area Director
Indian Health Service

Date: .....

Knik Tribe

By: _____

Alfred Tellman
Council President

Date: 4/5/24

Appendix A

FY 2022 Financial Summary

Knik Tribal Council

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2022

Tribal Share Summary Knik Tribal Council	FY 2022 Negotiated Amount	Knik Restricted	Total Due Knik	Initial Lump Sum Payment
Area TS Amount	$21,595	$897	$20,698	$20,698
	0		0	0
Subtotal Area TS Amount	$21,595	$897	$20,698	$20,698
Headquarters TSA Amount	$16,350	$1,836	$14,513	$14,513
Headquarters Other Program Formula (OEHE)	$35	$35	$0	$0
Subtotal Headquarters TS amounts	$16,385	$1,871	$14,513	$14,513
Total Tribal Shares	$37,980	$2,768	$35,211	$35,211

Driving Variables Knik Tribal Council	FY 2022
Population (2010 Census AN/AI population)	97
Tribes (Federally Recognized Tribes)	1
Recurring Base - FY 2013 (less VBC)	$40,284
Percentage of Total Area TS (of all Alaska Tribes)	0.16021%
Percentage of ATHC (of all Title V Alaska Tribes)	0.16220%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Knik Tribal Council	FY 2022
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Knik Tribal Council

Line #	FY 2022 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	Knik AK Dist.	Knik Retained	Knik Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$19,065		$19,065
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$830	$830	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$315		$315
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$313	*$0*	$313
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$1,458	$830	$628
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$945		$945
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$67	$67	$0
23	Health Facilities/Main./ Spec. Prc	$1,368,036	$114,204		$1,216,669	$37,163	$60		$60
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$1,071	$67	$1,004
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$21,595	$897	$20,698

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space avai

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Knik Tribal Council

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares Knik Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due	
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*	
Hospitals and Clinics														
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.			
	104	Inter-Agency Agreements				$0			$138,380	138,380	$224	$0	$224	
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.			
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$18	$18	$0	
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$326	$0	$326	
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$201	$0	$201	
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$229	$0	$229	
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$118	$0	$118	
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$50	$0	$50	
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$68	$0	$68	
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$18	$0	$18	
	118	Research Projects	x			$1,283,252			143,088	143,088	$232	$0	$232	
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$5	$0	$5	
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$332	$50	$282	
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$15	$0	$15	
	123	Physician Residency	x			$277,416			31,093	31,093	$50	$0	$50	
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$374	$0	$374	
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$558	$0	$558	
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$4,481	$1,246	$3,236	
	127	Evaluation	x			$1,063,992			119,272	119,272	$193	$0	$193	
	128	National Indian Health Board	x			$459,114			51,111	51,111	$83	$0	$83	
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$183	$0	$183	
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$68	$0	$68	
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$245	$0	$245	
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$137	$0	$137	
	133	Health Records	x			$136,277			12,043	12,043	$20	$0	$20	
	134	AIDS Program	x			$422,971			78,823	78,823	$128	$0	$128	
	135	Handicapped Children	x			$346,083			40,775	40,775	$66	$0	$66	
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$1,502	$418	$1,084	
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$187	$0	$187	
Dental Health										-				
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$488	$0	$488	
	202	IHS Dental Program- Program formula		x		$5,268,414					$0	$0	$0	
Mental Health														
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$283	$0	$283	
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$114	$0	$114	
	303	National Conference	x			$107,552			$11,990	11,990	$19	$0	$19	
Alcohol/Sub. Abuse														
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$838	$0	$838	
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$79	$0	$79	

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Knik Tribal Council

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares Knik Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$586	$0	$586
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$167	$0	$167
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$207	$0	$207
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$434	$0	$434
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$2,526	$0	$2,526
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$496	$105	$391
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,130,837				$197,905	$34	$34	$0
	2403	Facilities & Property Support		x		$24,305,205				$221,409	$1	$1	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$0	$0	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$16,350	$1,836	$14,513
TOTAL PROGRAM FORMULA AMOUNT						$47,471,900				$1,497,560	35	$35	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,594,258				$11,577,745	$16,385	$1,871	$14,513

Column 1 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - Direct Ops Dental from line 1302 is now here. No impact on TS.
Line 1301a - DIR Withheld was computed at 16.4% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Knik Tribal Council** **58G090095**

Contract/Compact Period **October 1, 2021 through September 30, 2022**

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-	0.001602124		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$21,685		$5,431	$8,381	$0	$35,497
2	Dental	$1,346		$336	$488	$0	$2,170
3	Mental Health	$59		$2,069	$416		$2,544
4	Alcohol & Substance Abuse	$172		$1,372	$917		$2,461
5	Public Health Nursing	$47		$196	$167		$410
6	Health Education	$12		$402	$207		$621
7	Community Health Representativ	$56		$148	$434		$638
8	Immunization (AK only)	$46		$558	$0	$0	$604
9	Direct Operations	$45		$6,852	$2,917		$9,814
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$23,468	$0	$17,364	$13,927	$0	$54,759
15	Purchased/Referred Care	$15,092		$2,329	$586		$18,007
16	Operational Cost for Tribal Clinics					0	$0
17	Environmental Health Support	$0		$945			$945
18	Facilities Support	$0		$60			$60
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$0		$0		$0
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$0				$0
24	TOTAL, Facilities	$0	$0	$1,005	$0	$0	$1,005
25	Current year CSC Direct	$11,082					$11,082
26	Current year CSC Indirect		$10,658				$10,658
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$11,082	$10,658	$0	$0	$0	$21,740
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$49,642**	**$10,658**	**$20,698**	**$14,513**	**$0**	**$95,511**

Footnotes:

The FA program funding amount in column 1 and 2 are 11 dated 9/30/2021

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to a
with Sec. 4 of the FA.

Knik Tribal Council
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **0** (Yes or No)

surcharge **0.285%**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes** (Yes or No)

0.285%

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs			$0	$0	$0	$0
VBC			$0	$0	$0	$0
Other			$0	$0	$0	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases			$0	$0	$0	$0
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other co

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix B

FY 2023 Facilities List

KNIK TRIBE

FUNDING AGREEEMENT
APPENDIX B—Updated 10/1/2022

List of Facilities and Locations

Main Office, 1744 North Prospect Drive, Palmer, AK 99645; Mailing: P.O. Box 871565, Wasilla, AK 99687-1565
Fishhook, 2100 Wasilla, Wasilla, AK 99687
Benteh Wellness Center, 780 S Snodgrass Drive, Palmer, AK 99645
Area schools, including but not limited to:
- Benteh STEAM Academy
- Palmer Middle and High Schools
- Colony Middle and High Schools
- Wasilla Middle and High Schools
- Teeland Middle School
- Burchell High School
- Valley Pathways High School

Appendix C

FY 2020 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO KNIK TRIBE FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Knik Tribe under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Knik Tribe's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Knik Tribe to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent

federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Knik Tribe or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting ,, Personal Property, and FOIA Coordination	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker’s compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 04/27/2021

Knik Tribe
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____
Michael Tucker, President
Knik Tribe

Date: April 23, 2021

Appendix D

Resolution No. 2011-28

KNIK TRIBAL COUNCIL

KNIK, THE OLDEST VILLAGE IN COOK INLET

Resolution 11-28

DELIVERY OF HEALTH CARE SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE.

Whereas, the Knik Tribal Council (Knik) is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended; and

Whereas, pursuant to the Alaska Tribal Health Compact and funding agreements negotiated annually there under with the Indian Health Service (IHS), Knik carries out the programs, services, functions, and activities (PSFA) of the IHS which include community health and health related transportation services; and

Whereas, Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c ("Section 813") authorizes the governing body of a Tribe carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribe's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" (non-beneficiaries), 25 U.S.C. § 1680c(c)(2); and

Whereas, Section 813 further provides that in making such a determination, the governing body of the Tribe shall "take into account" whether the provision of health care services to such individuals will result in the denial or diminution of health services to Alaska Natives or American Indians; and

Whereas, the governing body of Knik is the Tribal Council, consisting of five tribal members; and

Whereas, the Council has carefully considered the factor identified in Section 813; and

Whereas, non-beneficiaries make up a small percentage of the persons receiving care from Knik service providers, the Tribal Council has determined that services provided to non-beneficiaries by Knik's providers, to the extent described in this resolution, will not result in the denial or diminution of services to IHS beneficiaries; and

Whereas, Knik has established billing and collection procedures to ensure that non-beneficiaries are billed an amount that results in recovery of actual costs for the health services they receive from Knik providers; and

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E-MAIL: KNIKTRIB@MTAONLINE.NET
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KNIK TRIBAL COUNCIL

Whereas, Knik has entered into agreements with the State of Alaska to ensure payment by the State for services offered to indigent non-beneficiaries as required by Section 813, of the IHCIA, as amended, 25 U.S.C. § 1680c; and

Whereas, the Tribal Council has determined that Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c(c)(2), is satisfied.

Now therefore it be resolved, that the Tribal Council authorizes the extension of the full range of health care services including, but not limited to, community health and health related transportation services to non-beneficiaries by the Knik Tribal Council; and

Be it further resolved, that the Executive Director, Richard Porter or his or her designee, is authorized and is directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service; and

THIS IS TO CERTIFY THAT I, Debra L. Call, am the President of the Knik Tribal Council; AND that the Council consists of five duly elected tribal representatives; AND that this Resolution No. ____ was considered and adopted by a duly authorized vote of the Council for which a quorum was present and voting; AND that the vote taken was 5 for; 0 against; 0 abstain.

PASSED AND APPROVED THIS 8 DAY OF September 2011

Signed: Debra L Call 9/21/11
Debra Call, President Date

Signed: Raymond Theodore
Attest, Raymond Theodore Date

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Appendix E

Actions Requiring IHS Environmental Review and Determination

APPENDIX E – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by Knik Tribal Council, Knik shall submit a proposal package that includes a completed Project Summary Document (See Appendix F-1) and Environmental Information and Documentation Form (See Appendix F-2) to the IHS. Coordination time between Kenaitze and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between Kenaitze, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

Action		Expected Timelines
Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow Knik and IHS to resolve them early.

test

Appendix F-1

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
cility Priority Number] (use for multiple PSD submittals to prioritize your projects)
te]
acilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix F-2

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title	Date	Environmental Coordinator	Date

Knik Tribal Council

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2022

Tribal Share Summary **Knik Tribal Council**	FY 2022 Negotiated Amount	Knik Restricted	Total Due Knik	Initial Lump Sum Payment
Area TS Amount	$21,595	$897	$20,698	$20,698
	0		0	0
Subtotal Area TS Amount	$21,595	$897	$20,698	$20,698
Headquarters TSA Amount	$16,350	$1,836	$14,513	$14,513
Headquarters Other Program Formula (OEHE)	$35	$35	$0	$0
Subtotal Headquarters TS amounts	$16,385	$1,871	$14,513	$14,513
Total Tribal Shares	$37,980	$2,768	$35,211	$35,211

Driving Variables **Knik Tribal Council**	FY 2022
Population (2010 Census AN/AI population)	97
Tribes (Federally Recognized Tribes)	1
Recurring Base - FY 2013 (less VBC)	$40,284
Percentage of Total Area TS (of all Alaska Tribes)	0.16021%
Percentage of ATHC (of all Title V Alaska Tribes)	0.16220%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items **Knik Tribal Council**	FY 2022
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Knik Tribal Council

Line #	FY 2022 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	Knik AK Dist.	Knik Retained	Knik Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$19,065		$19,065
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$830	$830	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$315		$315
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$313	*$0*	$313
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$1,458	$830	$628
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$945		$945
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$67	$67	$0
23	Health Facilities/Main./ Spec. Pro	$1,368,036	$114,204		$1,216,669	$37,163	$60		$60
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$1,071	$67	$1,004
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$21,595	$897	$20,698

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space availa

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Knik Tribal Council

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	Knik Eligible shares	Co - Signer 0% Retained	0 Due	
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*	
Hospitals and Clinics														
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.			
	104	Inter-Agency Agreements				$0			$138,380	138,380	$224	$0		$224
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.			
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$18	$18		$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$326	$0		$326
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$201	$0		$201
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$229	$0		$229
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$118	$0		$118
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$50	$0		$50
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$68	$0		$68
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$18	$0		$18
	118	Research Projects	x			$1,283,252			143,088	143,088	$232	$0		$232
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$5	$0		$5
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$332	$50		$282
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$15	$0		$15
	123	Physician Residency	x			$277,416			31,093	31,093	$50	$0		$50
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$374	$0		$374
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$558	$0		$558
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$4,481	$1,246		$3,236
	127	Evaluation	x			$1,063,992			119,272	119,272	$193	$0		$193
	128	National Indian Health Board	x			$459,114			51,111	51,111	$83	$0		$83
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$183	$0		$183
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$68	$0		$68
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$245	$0		$245
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$137	$0		$137
	133	Health Records	x			$136,277			12,043	12,043	$20	$0		$20
	134	AIDS Program	x			$422,971			78,823	78,823	$128	$0		$128
	135	Handicapped Children	x			$346,083			40,775	40,775	$66	$0		$66
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$1,502	$418		$1,084
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$187	$0		$187
Dental Health										-				
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$488	$0		$488
	202	IHS Dental Program- Program formula		x		$5,268,414					$0	$0		$0
Mental Health														
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$283	$0		$283
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$114	$0		$114
	303	National Conference	x			$107,552			$11,990	11,990	$19	$0		$19
Alcohol/Sub. Abuse														
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$838	$0		$838
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$79	$0		$79

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Knik Tribal Council

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares Knik Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$586	$0	$586
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$167	$0	$167
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$207	$0	$207
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$434	$0	$434
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$2,526	$0	$2,526
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$496	$105	$391
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,130,837				$197,905	$34	$34	$0
	2403	Facilities & Property Support		x		$24,305,205				$221,409	$1	$1	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$0	$0	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$16,350	$1,836	$14,513
TOTAL PROGRAM FORMULA AMOUNT						$47,471,900				$1,497,560	35	$35	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,594,258				$11,577,745	$16,385	$1,871	$14,513

Column 1 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - Direct Ops Dental from line 1302 is now here. No impact on TS.
Line 1301a - DIR Withheld was computed at 16.4% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Knik Tribal Council** **58G090095**

Contract/Compact Period **October 1, 2021 through September 30, 2022**

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-	0.001602124		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$21,685		$5,431	$8,381	$0	$35,497
2	Dental	$1,346		$336	$488	$0	$2,170
3	Mental Health	$59		$2,069	$416		$2,544
4	Alcohol & Substance Abuse	$172		$1,372	$917		$2,461
5	Public Health Nursing	$47		$196	$167		$410
6	Health Education	$12		$402	$207		$621
7	Community Health Representativ	$56		$148	$434		$638
8	Immunization (AK only)	$46		$558	$0	$0	$604
9	Direct Operations	$45		$6,852	$2,917		$9,814
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$23,468	$0	$17,364	$13,927	$0	$54,759
15	Purchased/Referred Care	$15,092		$2,329	$586		$18,007
16	Operational Cost for Tribal Clinics					0	$0
17	Environmental Health Support	$0		$945			$945
18	Facilities Support	$0		$60			$60
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$0		$0		$0
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$0				$0
24	TOTAL, Facilities	$0	$0	$1,005	$0	$0	$1,005
25	Current year CSC Direct	$11,082					$11,082
26	Current year CSC Indirect		$10,658				$10,658
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$11,082	$10,658	$0	$0	$0	$21,740
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$49,642**	**$10,658**	**$20,698**	**$14,513**	**$0**	**$95,511**

Footnotes:

The FA program funding amount in column 1 and 2 are a 11 dated 9/30/2021

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to ac with Sec. 4 of the FA.

Knik Tribal Council
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **0**
surcharge **0.285%** **(Yes or No)**
The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes**
0.285% **(Yes or No)**

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs			$0	$0	$0	$0
VBC			$0	$0	$0	$0
Other			$0	$0	$0	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases			$0	$0	$0	$0
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:
Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other cos
Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.
Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).
These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.
Column 3 - Surcharge for all Co-Signers using buyback is .285%

FUNDING AGREEMENT

BETWEEN

THE METLAKATLA INDIAN COMMUNITY

AND

THE SECRETARY OF HEALTH AND HUMAN SERVICES

OCTOBER 1, 2017

FYs 2018-2020

FUNDING AGREEMENT

BETWEEN

THE METLAKATLA INDIAN COMMUNITY

AND

THE SECRETARY OF HEALTH AND HUMAN SERVICES

FYs 2018-2020

This Funding Agreement (FA) is entered into by and between the Metlakatla Indian Community (Metlakatla) and the Secretary of the Department of Health and Human Services.

Section 1 -- Obligations of the IHS. This FA obligates the Indian Health Service (IHS) to provide funding and services identified herein and in the Financial Summary, attached as Appendix A and incorporated by reference herein,[1] and as provided in the Alaska Tribal Health Compact (ATHC) between Metlakatla and the United States in Fiscal Years 2018-2020. Under the authority of Section 325 of P.L. 105-83 and the Indian Self-Determination and Education Assistance Act (ISDA), as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with this FA IHS shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the Area Office and ANMC provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied with and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act (IHCIA), the ISDA, and other applicable provisions of federal law.

A Memorandum of Agreement (MOA) regarding the Continuing Services of the Alaska Area Native Health Service among the Co-Signers and the Alaska Area Native Health Service (AANHS) to reflect the understanding of the parties regarding services, attached as Appendix B, is hereby incorporated by reference.

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[1] All references to Appendix A and Appendix B in this Agreement are to the Appendix for the applicable fiscal year.

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to Metlakatla PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically transferred to Metlakatla in this Agreement. In cases where a portion of a tribal share has been transferred, there may be some diminishment in the level of the PSFAs provided by the IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining functions which have not been included in this Agreement in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated or listed in Appendix A are the responsibilities of the IHS. IHS will assist Metlakatla to obtain information about the coverage rights, and benefits available for its employees under Chapters 87 and 89 of Title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available) and the procedures by which Metlakatla may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

(a) Headquarters PSFAs.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and Metlakatla will not be denied access to, or services from, Headquarters. Specifically, Metlakatla will receive the following services from the IHS Headquarters:

(1) Information Services. The IHS will provide the full range of Office of Information Technology (OIT) national support to the ANTHC and ANMC. OIT will provide specified services directly to Metlakatla. In addition, DIR will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve Metlakatla's technical issue, OIT's support of Metlakatla will include technical support needed on-site by Metlakatla. A list of the services due under this paragraph, with identification of the method of delivery, is attached as Appendix E.

(b) PSFAs from ANMC and Alaska Area.

Metlakatla has historically received certain PSFAs from the ANMC and the AANHS. Responsibility for these PSFAs has been transferred to the ANTHC and SCP. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCP, Metlakatla has attached to this FA an Addendum I entitled Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS. The PSFAs listed in this addendum are taken from Metlakatla's FY 2000 Annual FA. Addendum I is attached to this FA only for the purpose of identifying

historical levels of PSFAs received by Metlakatla from ANMC and AANHS, and is specifically not made a part of this FA.

Section 2 -- Obligations of Metlakatla. This Agreement obligates Metlakatla to be responsible for and to provide the health PSFAs identified in Section 3, utilizing resources transferred under this Agreement and other funds as they may become available to Metlakatla. This Agreement further authorizes Metlakatla to consolidate and redesign PSFAs identified in Section 3 as provided in the ISDA, as amended, and the ATHC. Metlakatla is obligated to seek third party reimbursement as provided by federal law and is payor of last resort. Metlakatla's services are provided and facilitated directly, and in cooperation with ANMC, ANTHC and other Co-Signers, through field clinics, referral to ANMC and other arrangements. Metlakatla is committed to and will strive to provide quality health services and will strive to meet standards Metlakatla believes to be appropriate and applicable to the delivery of such health services.

Section 3 -- Tribal Programs and Budget.

(a) Programs and Services. Metlakatla agrees to administer the Annette Island Service Unit (AISU), a tribally operated Service Unit of the IHS, and to provide and be responsible for the PSFAs identified below in accordance with the ATHC and this Agreement, utilizing the resources transferred under this Agreement. Metlakatla agrees to provide health care services to the Alaska Native and American Indian beneficiaries in the AISU. Metlakatla may elect to charge its eligible Indian beneficiaries for services provided by Metlakatla under this FA in accordance with section 828 of the IHCIA, as amended at 25 U.S.C. § 1680r. Services will be provided to non-beneficiaries (i.e., persons who are not Alaska Native or American Indian) on a fee-for-service basis in accordance with and subject to the provisions of Section 813(c)(2) of the IHCIA, as amended, as provided in Resolution 11-14 attached hereto and incorporated by reference herein as Appendix F. Whether providing, purchasing, or authorizing health care services described in the Compact and this FA, in accordance with Section 2901(b) of Pub. L. **111-**148, 25 U.S.C. § 1623(b) and as otherwise provided in law, Metlakatla shall be the payer of last resort. For the purposes of this Agreement, Metlakatla's General Budget Categories consolidate related health PSFAs as follows:

(1) **<u>Primary Care Services:</u>** Metlakatla is committed to provide clinic based primary care services on a regularly scheduled basis, including full ambulatory and pharmacy services. The level of service estimated is 12,000 to 15,000 outpatient visits annually. These services include, to the extent funding is available, the following:

i) General medical physical examination.
ii) Diagnosis of common disease.
iii) Wound suturing and removal of foreign bodies.
iv) Treatment of general medical problems.
v) Routine laboratory services.

vi) Routine radiology and chemotherapy services.
vii) Prenatal care.
viii) Family planning services.
ix) Immunization program.
x) Epidemiology recognition, reporting and control.
xi) Dispensing of medications.
xii) Hospitalization follow-up.
xiii) Community health education.
xiv) Patient referral to specialty physicians.
xv) Alcoholism program.
xvi) Mental health program.
xvii) Health Aide program.
xviii) Community Health Representative.
xix) Emergency medical services.
xx) Disease prevention and health promotion.
xxi) Full ambulatory pharmacy services.
xxii) Teleradiology.
xxiii) Case management service for chronically ill or high risk patients.
xxiv) Referrals to other Community programs and other agencies as appropriate.
xxv) Home health services and homemaker services.
xxvi) Medical, public health and preventive services in support of assisted living.
xxvii) Community Health Services.
xxviii) Physical Therapy.

(2) **Nursing Services:** Metlakatla is committed to provide nursing services and to improve such services with a focus on making a best effort to meet applicable accreditation standards of The Joint Commission (on accreditation of healthcare organizations).

(3) **Health Aide Program:** Metlakatla is committed to provide village based services to determine health needs, improve health knowledge and promote healthy lifestyles and practices, including dental and behavioral health aide services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board, and to provide advocacy and administrative services. The IHS retains the responsibility, pursuant to Section 119 of the IHCIA, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

(4) Health Education Program: Metlakatla is committed to the use of education to promote health care resources, products, services and healthy lifestyles for its members.

(5) Pharmacy: Metlakatla is committed to provide pharmaceutical products and clinical pharmacy services to ambulatory patients.

(6) Purchased/Referred Care: Metlakatla is committed to purchasing the best medical and dental health care available subject to available funding, in order to meet inpatient and outpatient needs on a contractual or open market basis. In accordance with 42 CFR 136.23(a), Purchased/Referred Care (PRC) services are not provided to individuals who reside in Canada.

(7) **Alcoholism Program:** Metlakatla is committed to provide alcohol program services and to provide services to reduce substance abuse and associated problems through outpatient services, prevention/education service, early intervention, referral services, transitional/residential care services, outreach services and community involvement. Behavioral health and residential treatment services will be provided in accordance with Section 702 of the IHCIA, as amended at 25 U.S.C. § 1665a.

(8) Behavioral Health Services: Metlakatla is committed to provide services to address family, child, adolescent and community mental health problems. These services shall include mental health (including overnight accommodations at the Amie Christiansen Crisis Intervention Center for mental health patients awaiting transportation off the Reservation which is delayed due to bad weather) outpatient alcohol and substance abuse and crisis counseling, anger management, health related informational and educational services and referrals and includes such services to women at the "Women In Need Gaining Safety" (WINGS) Safe House and to families at the Amie Christianson Crisis Intervention Center facility on Lower Atkinson Street. Community Health Services provides Crisis Intervention Child Protection Team through the Amie Christiansen Crisis Intervention Center.

Also provided will be a broad range of social and counseling services, including related medical services, to individuals and families. These services will include, for example, family shelter services, sexual assault response services and rehabilitation services.

(9) Dental Services: Metlakatla is committed to provide a comprehensive dental program of preventive, emergency, restorative and rehabilitative services, including dental implants. Dental services may be provided by dentists and dental health aide therapists under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board. See section 3(a)(3) above.

(10) **Emergency Medical Services:** Metlakatla is committed to provide services in accordance with state and federal guidelines to lower the incidents of accidental death and disability by providing various levels of EMS training, while continuing to develop the basic life support system. Metlakatla will also provide biomedical and other emergency medical equipment for its village-operated EMS program.

(11) **Clinic Space Program:** Metlakatla is committed to provide space in the new AISU Health Center, the Arnie Christiansen Crisis Intervention Center (Lower Atkinson Street), WINGS Safe House, and the Lepquinum Wellness Center with all utilities, janitorial services up to 200 hours per week, minor repairs and snow removal (including salting and maintenance of parking lots) and security of physical structures.

(12) **Administration:** Metlakatla is committed to provide executive management, fiscal accountability, administrative support and public information for all health services administered, including tribal management support and Native development training to emphasize and encourage health careers and coordination with other agencies to implement such training. Administration would provide management information, accounting and billing systems operation to assure eligibility of beneficiaries for services provided under this Agreement and to recover third party payments which Metlakatla would be entitled to use for health care, and the planning and implementation of an Electronic Health Records System. Metlakatla will also provide child development services.

(13) **Community Health Representative:** Metlakatla is committed to provide assistance with tribal specific health needs, often not available from other programs. Health promotion, disease prevention, outreach health care services, using various methods, including health education and counseling, are some of the focal points of CHR activities.

(14) **Public Health and Epidemiology:** Directly and/or through the ANTHC Epidemiology Center Metlakatla carries out public health, epidemiology and health research functions. These activities include, but are not limited to collecting and receiving personally identifiable health information for the purpose of

(i) preventing or controlling disease, injury, or disability;

(ii) reporting disease, injury, and vital events such as birth and death; and

(iii) conducting public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

(15) Traditional Healing: Metlakatla will seek to provide Traditional healing services as understood in the Metlakatla Indian Community in accordance with 25 U.S.C. § 1680(u) and alternative healing services.

(16) Alternative Medicine: Metlakatla will seek to provide complementary and alternative medicine (CAM) patient care services, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition, may be provided following a referral from a primary care provider, (defined as MD, DO, DDS, DMD, PA, APN, DPM,) and, for those facilities with an organized Medical staff mechanism, if the CAM providers are credentialed and privileged as required by the facility's accrediting or certifying body for the specific patient care services.

(17) Diabetes Prevention Program: Metlakatla will provide primary, secondary and tertiary prevention services including Diabetes education, screening, clinical follow-up and case management services.

(18) Wellness and Healthy Lifestyle Program: Metlakatla is committed to provide a wellness program that designs interventions for targeted problems and populations and which promotes wellness and healthy lifestyle in the Community, with emphasis on achieving and maintaining sobriety, through public education and training and health fairs on Senior Citizens Day and otherwise, addressing tobacco, alcohol and drug abuse, and weight loss, including physical therapy and exercise programs (water safety and weight training) and other wellness activities with special emphasis on diabetic and arthritis patients, including but not limited to services in the Lepquinum Wellness Center. This program includes networking with statewide and regional health care providers and coordinating services and programs funded by other sources and also includes injury prevention through education and analysis relating to unintended injuries and injury related deaths.

(19) Nutrition Services: Nutrition Services, including nutrition education and counseling.

(20) Home Care and Community-Based Care: Through a combination of western methods and traditional modalities, home care and other community-based services, Metlakatla will provide assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs and medication reminders. Such services will be provided to individuals who are unable to perform their activities of daily living on their own, or when families are unable to meet their needs. Home and community-based services also provide palliative and other end-of-life services, respite, chore, nutrition, transportation, other supportive services including various senior programs and activities and engage in planning and development of additional services for such individuals. Metlakatla provides home and community based services as defined by section 205

of the IHCIA, as amended, to elders, disabled persons and other eligible persons which includes but is not limited to home nursing, chore service, personal care attendant service, and such services as culturally appropriate activities, cooking, housekeeping and laundry, training and assistance with activities of daily living, acquisition of and training on assistive devices to promote independent living; congregate and home delivered elders meals; transportation; respite services; hospice care; palliative care and other end of life services. Metlakatla will provide home and community based care, long-term care, hospice and assisted living services in accordance with Section 205 of the IHCIA, as amended at 25 U.S.C. § 1621d.

(21) Cancer Screening: To the extent funding is available Metlakatla will provide mammography and other cancer screening.

(22) Patient Transportation: A Referral/Transport system from the AISU to and from the next higher level of care (ANMC or other health facility) will be maintained, (e.g. patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as Metlakatla deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle, including fishing boats and other boats, where no other means is available, including specially-equipped vehicle and, including fishing boats and other boats, ambulance) subject to available funding. Metlakatla may provide the above described patient transportation services in accordance with Section 213 of the IHCIA as amended at 25 U.S.C. § 16211.

(23) Health Professions Training: Metlakatla participates in health services training by offering sites for medical residents and others to obtain training in the health professions, through providing clinical preceptorships, mentoring, shadowing, training, and supervision.

(24) Non-IHS Funding: To the extent that the Community is able to obtain funding from sources other than IHS the Community will complement and supplement the activities described above in Section 3 with such funding, subject to the availability of such funding from other sources. Consistent with Article III, Sections 5, 6 and 7 of the ATHC, non-IHS funds will be added to or merged with funds provided by IHS through this FA.

(25) Morgue: Provides morgue services.

(b) Other Programs/Services Funded. This FA includes PSFAs resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out PSFAs that may be included in

the FA pursuant to Section 505 of Title V and Article III, Section 6 of the ATHC. Metlakatla is committed to administer any new health care programs funded during Fiscal Years 2018-2020 identified in the IHCIA and any new health care program resulting from the reallocation of funds and redesign of programs during Fiscal Years 2018-2020 which will be in accordance with the terms of the ATHC.

(c) FTCA Coverage. The Federal Tort Claims Act applies to Metlakatla's PSFAs under this FA as provided in Article V, Section 3, of the ATHC, Section 516(a) of Title V (which incorporates Section 102(c) of Title I of the ISDA and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 CFR §§ 900.180-900.210. There is no requirement that Metlakatla purchase liability insurance to protect or indemnify the federal government. Whether the Federal Tort Claims Act applies in any particular case is decided on an individual case-by-case basis, first by the Department of Justice and subsequently by the federal courts. Metlakatla may purchase liability insurance supplemental to FTCA coverage which is an allowable cost under this FA.

(d) Tribal Facilities and Locations. Metlakatla operates the programs described in this FA out of more than one facility or location. These include, but are not limited to, the facilities and locations listed in Appendix C, which is incorporated by reference herein. With the exception of the AISU Health Center, all AISU facilities are and will continue to be owned by the Metlakatla Indian Community. The Area Division of Planning, Evaluation and Health Services shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

(e) **Incorporation of Section 105(a)(1)**. In accordance with Section 516(b) of Title V of the ISDA (Title V), Section 105(a)(l) of Title I of that Act is hereby incorporated into this FA.

(t) Exemption from Licensing Fees. In accordance with Section 124 of the IHCIA, as amended at 25 U.S.C. § 1616q, employees of the Metlakatla Indian Community health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the IHS are exempt from such fees.

(g) Licensure. Licensed Metlakatla health professionals will be licensed in accordance with section 221 of the IHCIA, as amended at 25 U.S.C. § 162lt.

Section 4 --Amounts Available During the Term of This Agreement.

(a) Program Funds. The following amounts shall be available to Metlakatla pursuant to the ATHC and Title V, as amended, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I.[2]

	Fundin2
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds[3]	$7,176,073
Non-Recurring Funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[4]	$1,487,560
Subtotal: Subject to further increases as reconciliation of previous FAs occurs and due to amendments in accord with Section 14.	$8,663,633
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Agreement.[5]	$146,262
Headquarters -- Tribal Share: "Tribal Size Adjustment Pool" including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A.[6]	$103,645
Headquarters - Tribal Share: "Program Formula Pool" including all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	$0
Subtotal -- Tribal Shares[7]	$249,907

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2 For other fiscal years to which this FA is applicable, a replacement Appendix A will be negotiated between IHS and Metlakatla for the respective year and amended to this FA and incorporated by reference accordingly.

3 A breakout of these funds is shown in Appendix A. The breakout cites to the source document used to determine the amount.

These non-recurring funds represent contract costs and routine maintenance and improvement funds available at the beginning of the fiscal year; see page 6 appendix A.

5 Funds from Area were distributed according to methodology agreed upon in a caucus open to all Alaska Tribes and Co-Signers. The specific methodologies are identified in Appendix A.

6 Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the Annual Funding amount, Co-Signer is entitled to funds, which have been restricted. *See* Appendix A for detail.

7 The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount may be adjusted to make available all tribal shares for which Co-Signer is eligible.

TOTAL ATHC FUNDING[8]	**$8,913,540**

These amounts are subject to additions for new funds received during the term of this Agreement, including amounts that have historically been distributed as non-recurring funds under Title I of the ISDA, as amended. Any amounts remaining unspent under Contract Number 243-95-6001, as amended, or previous FAs, after adjustment and reconciliation of the withheld amounts under Section 5(d) of the FA, shall be included in this Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula Pool," $30,145 are for Equipment Replacement; the Equipment Replacement amount paid as a part of the lump sum due the Co-Signer was determined by multiplying the FY 2017 Equipment Replacement amount paid to the Co-Signer by 90 percent. The final Equipment amounts paid in FYs 2018-2020 will be based on the final FYs 2018-2020 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2018-2020 Equipment Replacement allocations, is less than the 90 percent calculation, the Co-Signer will return the difference to the IHS. *See also* Appendix A, footnote to line 22 on page 6.

Of the amount shown above for non-recurring program funds, $106,597 are for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as a part of the lump sum due Metlakatla was determined by multiplying the FY 2017 Routine M&I amount paid to the Co-Signer by 90 percent. The final Routine M&I amounts paid in FYs 2018-2020 will be based on the final FYs 2018-2020 Routine M&I allocations. If the final Routine M&I amounts, as determined by the final FYs 2018-2020 Routine M&I allocations, is less than the 90 percent calculation, Metlakatla will return the difference to the IHS. See also Appendix A, footnote to line 19 on page 6.

(b) Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and§ 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2018, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is $1,810,400, including $459,582 for direct CSC and $1,350,818 for indirect CSC.[9] This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under

[8] For the reasons noted regarding the amounts that make up this total and because full funding amounts may not have been fully identified or reconciled, this amount is subject to amendment to reflect the full amount due for FYs 2018-2020.

[9] For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and Metlakatla for the respective year and amended to this FA in Appendix A.

the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

(c) Base Budgets.

(1) Categories and Base Year: At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY 98 - FY 2000) base budgets implemented for the ATHC for an additional two years (FY 2001 -FY 2002). The IHS and Co-Signers have agreed to extend the base budget period at the Co-Signer's option. IHS and Metlak:atla have subsequently agreed to additional extensions through FY 2020 for Headquarters TSA amounts. The following categories are subject to base budgeting for the base year period and this period, as noted on the following page.

Category of Funding	Base Period for Base funding	Extended through
Headquarters TSA amounts[10]	FY 1997	2020
Equipment Replacement Funding	Not Included	
Area Tribal Shares	Not Included	

(2) Adjustments: Adjustments to base funding shall be permitted in direct proportion to changes in appropriation amounts (by sub-activity), as provided under Section 6 of this agreement. Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when Co-Signers add or retrocede PSFAs as provided in Section 11 of the ATHC.[11] Adjustments also shall be permitted when Metlak:atla chooses to restrict or unrestrict previously "restricted" or "unrestricted" IHS Headquarters categories provided that restrictions shall be changed only during annual negotiations. Metlakatla shall also be eligible for funding for new service increase, mandatories, specific congressional appropriations for population growth, health service priority system, contract support costs and other increases in resources on the same basis as all other tribes. ATHC Co-Signers shall also remain eligible for the distribution of additional IHS Headquarters tribal shares for assessments, worker compensation, emergency reserve, management initiatives, and other PSFAs from Headquarters.

(d) **Purchase of Health Care Coverage:** Metlak:atla may use federal funds for purchase of health care coverage in accordance with Section 402 of the IHCIA, as amended at 25 U.S.C. § 1642.

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[10] ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[11] This includes the addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

(e) Inclusion of Statutorily Mandated Grants. In accordance with Section 505(b) of Title V, and its implementing regulations, the Parties agree that the Secretary shall add the following statutorily mandated grants, which are administered by DHHS through IHS, to the FA after they have been awarded. Grant funds will be paid to Metlakatla as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. Metlakatla will use interest earned on such funds to enhance the programs for which the grant was awarded, including administrative costs. Metlakatla will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program. Grant programs added to this FA in accordance with this provision include the following: Diabetes Grant.

Metlakatla and its employees carrying out statutorily mandated grant programs added to a FA are covered by the FTCA. Regulations governing coverage under the FTCA are published at 25 CFR, Part 900, Subpart M.

Section 5 -- Method of Payment.

(a) Payment Schedule. Except as provided in subsections (b), (c) and (d), of this section, all funds identified in Section 4 of this Agreement shall be paid to Metlakatla in accordance with Article II, Section 4(a) of the ATHC. Payment to Metlakatla is to be made as follows: one annual payment in lump sum to be made in advance by check or wire transfer.

(b) Availability of Tribal Shares. Metlakatla shall be paid 100 percent of negotiated Headquarters and Area Office tribal shares in its initial lump sum payment for each year under the term of this FA.

(c) Periodic Payments. Payment of funds otherwise due to Metlakatla under this Agreement, which are added or identified after the initial payment is made, shall be made promptly to Metlakatla by check or wire transfer.

(d) **Buyback/Withholding.** Metlakatla may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the federal government under Article V, Section 22 of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to Metlakatla are set forth in the Buyback/Withhold Agreement between the IHS and Metlakatla, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2018 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such Agreement will be negotiated for future fiscal years annually during renegotiation of this FA.

Section 6 -- Adjustments Due to Congressional Actions. The parties to this Agreement recognize that the total amount of the funding in this Agreement is subject to adjustment due to Congressional action in Appropriations Acts, Congressional Continuing Resolutions or other laws affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to Metlakatla in this Agreement shall be adjusted as necessary, after Metlakatla has been notified of such pending action and subject to any rights which Metlakatla may have under this Agreement, the ATHC, or the law.

Section 7 -- **Records.** Pursuant to Section 506(d)(l) of Title V the records of Metlakatla are not to be considered federal agency records for purposes of the Freedom of Information Act, 5 U.S.C. § 552, and the Privacy Act, 5 U.S.C. § 552(a).

(a) Metlakatla will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA), including, but limited to, privacy, security, and codes sets regulations, codified as 45 CFR Parts 160, 162 and 164. If a record is not subject to HIPAA, Metlakatla will follow Privacy Act procedures. IHS retains responsibility for HIPAA compliance for retained IHS health care component activities.

(b) Medical records generated by Metlakatla shall be eligible for storage in Federal Records Centers at Metlakatla's option in accordance with 25 U.S.C. § 5324 (o).

(c) Metlakatla operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with Section 805 of the IHCIA, as amended at 25 U.S.C. § 1675.

Section 8 -- Program Rules. Metlakatla will make a best effort to carry out the PSFAs identified in this Agreement in compliance with the standards of The Joint Commission, as applicable, and Community Health Aide/Practitioner certification standards of the IHS Community Health Aide Program Certification Board.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, Metlakatla does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) of the ISDA and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 -- Retrocession. Unless otherwise prohibited by law, the retrocession provisions of Section 506(±) of the ISDA, as amended, are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by Metlakatla except as provided below. Retrocession may be effective with less than one year's notice, provided Metlakatla and the IHS agree to an effective date of less than one year from the date of retrocession request.

Section 10 -- Consolidation of Contracts and Previous Annual FAs. The contracts listed below and all previous AFAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this Agreement for services, materials, PSFAs and facilities provided to Metlakatla: Contract Number 243-95-6001.

Section 11 -- Utilizing Federal Employees. In accordance with Section 508(e) of Title V, Metlakatla has the option of utilizing federal personnel on assignment under the Intergovernmental Personnel Act (IPA) or on Memorandum of Agreement (MOA) detail. Both types of federal personnel will continue to be paid through the federal payroll system. Metlakatla will pay the necessary funding (including funds necessary to meet all special pay costs paid to IPA/MOA employees under this Agreement and PCS costs associated with this Agreement) to meet the payroll obligation from this specified recurring budget for the Service Unit, or for the specific portion(s) of the Service Unit's program(s), in accordance with Section 5(d) of the FA. Alternatively, Metlakatla may pay for such costs by entering into an agreement with the IHS in accordance with Section 5 of this FA which is consistent with Article V, Section 22 of the ATHC.

Metlakatla will provide a list of federal employees, if any, for whom IPA/MOA assignment is to be offered for the following fiscal year. Metlakatla and the IHS will agree at the time of negotiations upon the estimated annual payroll amount for these employees to be accepted by and assigned to Metlakatla. No arrangement for utilizing federal employees is currently in effect. Metlakatla will notify IHS when it wishes to implement this section during the term of this FA and the parties will negotiate the estimated payroll amount.

Metlakatla and the IHS agree that the payroll amount can only be estimated in advance of actual expenditures. The IHS agrees to inform Metlakatla of the actual cost incurred monthly and quarterly as provided in Section 5(d) of the FA. Further, Metlakatla and the IHS agree that costs through August of each fiscal year will be actual costs. Costs for the month of September will be estimated based on the costs of the first eleven (11) months, as agreed by Metlakatla and the Area Financial Management Branch. Metlakatla agrees that such payroll costs will include overtime costs and the costs of pay increases not funded by appropriations of which Metlakatla has been notified. Adjustments in the figures previously furnished by the IHS to Metlakatla based on errors and omissions shall not be made without the written consent of Metlakatla.

Transfer of funds to Metlakatla for federal employees who leave their IPA/MOA assignment will be handled in accordance with Indian Self-Determination Memorandum 82-1, as amended on September 19, 1985. Transfer of additional or higher cost Commissioned Officers assigned to the Contractor in newly requested or presently encumbered positions will also be handled on an adjustment basis. Metlakatla shall be provided with all relevant records and documents in order to determine that the IPA/MOA charges have been correctly estimated and reflected in all adjustments and reconciliations.

Section 12 -- Medicare/Medicaid and other Third Party Collections.

(a) Metlakatla is entitled to collect and retain reimbursement from Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with Section 401 of the IHCIA, as amended.

(b) Metlakatla has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641. Metlakatla is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with Section 401 of the IHCIA as amended by P.L.111-148, 25 U.S.C. § 1641 (previously Section 405 of such Act, as amended by Section 106-417) and Section 206 of such Act, 25 U.S.C. 1621(e), as amended.

Section 13 -- Federal Real Property Assets:

(a) For all property assets, including facilities, managed by Metlakatla under this FA that are federally owned, Metlakatla agrees to assist the IHS with its reporting requirements associated with Federal ownership of this property. Except for the AISU Health Center and related quarters, no such property is currently federally owned.

(1) The IHS must keep its facility condition assessment current (i.e. not more than five years old). Metlakatla agrees to collaborate with the ANTHC on scheduling and conducting facility condition assessment surveys for federally-owned facilities under Metlakatla management. The costs of these surveys will be estimated in concert with the ANTHC Maintenance and Improvement Resource Allocation Committee (MIRAC).

(2) The IHS must identify historic real property assets and ensure that the information is current. From time to time, the IHS is required to assess IHS real property holdings in Alaska. The IHS may either perform these assessments directly or by use of a contractor. Metlakatla agrees to provide reasonable access to facilities. IHS will provide Metlakatla with a copy of the draft assessment and consider any comments Metlakatla may submit.

(3) The IHS must keep an accurate and current inventory of real property assets. Metlakatla agrees to provide the certification form included in appendix G-1 - Certification for New/Replaced/Added Space annually to the AANHS for any new, replaced, or added space to a federally owned facility, or other changes in space utilization.

(4) The IHS must report Energy Data for federal facilities. Metlakatla agrees to submit to ANTHC (DEHE) energy data, as specified in Appendix G-2 - Energy Report.

(5) For projects starting on or after October 1, 2005, the IHS must report all capital improvements made to federal facilities which exceed $100,000. Metlakatla agrees

to provide a Final Real Property closeout Report specified in Appendix G-3 - Final Real Property Closeout and Interim Real Property Status Report to ANTHC DEHE on each project within 120 days of its beneficial use of the facility or an interim report using Appendix G-3 - Final Real Property Closeout and Interim Real Property Status Report without the Chief Financial Officer certification if the project is not completed for beneficial use. Metlakatla agrees to provide the applicable report by March 31st of each fiscal year.

(6) The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless Metlakatla has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix G-6. Where Metlakatla plans to undertake an action, as described in Appendix G-6, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and Metlakatla has not assumed these responsibilities, Metlakatla will provide the IHS with a Project Summary Document (see Appendix G-4) and a completed Environmental Information and Documentation Form (see Appendix G-5) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by Metlakatla until the IHS completes its compliance responsibilities and so advises Metlakatla with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

(7) When planning to fund a construction project using non-IHS funds in a federal facility or on federally owned land, Metlakatla will notify the IHS AANHS in order to initiate the approval process.

(b) Leases. The IHS must report on its federally-leased facilities. Metlakatla agrees to notify the AANHS of changes in occupancy, size, use, and general condition of facilities leased to the IHS and used by Metlakatla in the performance ofthis FA.

(c) Maintenance and Improvement Funds. Metlakatla agrees to use Maintenance and Improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2018, 2019 and 2020 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 14-Quarters Management.

(a) Metlakatla Direct Operation of the AISU Health Center and Quarters. Metlakatla shall be responsible for the operation, management and maintenance of the facilities owned by the United States government and located at Metlakatla, Alaska, including AISU Health Center and other facilities designated as quarters ("the Quarters") in accordance with the current Metlakatla Quarters policy approved by Metlakatla.

(1) Metlakatla shall be responsible for assigning all Metlakatla and Federal Government employees to Quarters under Metlakatla's jurisdiction.

(2) Metlakatla shall be responsible for the day-to-day operations of the Quarters under its jurisdiction, including but not limited to: routine maintenance and up-keep of heating systems, appliances, utilities, furnishings, grounds, and the building structure.

(3) Metlakatla shall inspect Quarters for damages and cleanliness upon the tenant vacating the premises to assess any damages identified as belonging to the tenant. If the Quarters require cleaning and/or any tenant-assessed damage is found, the tenant shall have the opportunity to make arrangements for cleaning and repairs at tenant's expense and to the satisfaction of Metlakatla.

(b Rental Rates and Direct Collection. Metlakatla may establish rental rates and collect rents for federally owned Quarters in compliance with section 309 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1638a.

(c) Other Funding For Quarters Repair Projects. The facilities designated as Quarters under subsection (a) shall remain eligible to receive improvement and repair funds to the same extent that all federally owned Quarters used to house personnel in programs of the IHS are eligible to receive those funds.

(d) Tax Certifications. Nothing in this Section shall be interpreted, construed, or applied to restrict the sole discretion and authority of Metlakatla to issue certifications for rental deductions for income tax purposes to employees hired directly by Metlakatla and to federal employees employed at the AISU Health Center in Metlakatla, Alaska.

(e) This Section shall not apply to any quarters that are owned by Metlakatla.

Section 15 -- Amendment or Modification of this Agreement.

(a) Form of Amendments. Except as otherwise provided by this Agreement, the ATHC, or by law, any modification of this Agreement shall be in the form of a written amendment and shall require written consent ofMetlakatla and the United States.

Participation or written consent of Tribes and Co-Signers not subject to the terms of this Agreement shall not be required.

(b) Funding Increases.

(1) Written consent of Metlakatla shall only be required for issuing amendments for those funds which:

(A) require a change to Section 3 - Tribal Programs and Budget;

(B) require a specific commitment by Metlakatla (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

(C) reduce funding other than changes in Congressional appropriations pursuant to Section 6(a).

(2) Amendments not requiring written consent may include, but are not limited to:

(A) Program/Area/HQ Mandatories;
(B) Program/Area/HQ End-of-Year Distributions;
(C) CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Metlakatla will return the unused amount to the IHS CHEF account;
(D) PRC Deferred Services;
(E) Routine Maintenance & Improvement; or
(F) Collections and reimbursements.

(3) Amendments reflecting payment of these funds shall be provided to Metlakatla after any such funds are added to the FA. Metlakatla retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

(c) Services from IHS. Should Metlakatla determine that it wishes the IHS to provide the PSFAs included in the FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibility from Metlakatla back to the IHS and the pro rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Worker's Compensation to Metlakatla without its consent.

(d) Due to Addition of New Programs. Should Metlakatla determine that it wishes to provide a PSFA of the IHS not included in this Agreement, Metlakatla shall

submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Metlakatla may submit a final offer in accordance with Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS the Alaska Area Office shall prepare within 30 days an amendment to this Agreement and the amendment shall be executed through the Area Office and added to the Agreement.

(e) Due to Availability of Additional Funding. Metlakatla shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a Self-Determination contract, rather than under the ATHC and this Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to the Alaska Area as recurring or non-recurring funds, and this Agreement shall be amended to provide for timely payment of such new funds to Metlakatla. Such amendments shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with Metlakatla.

(f) Other Adjustments. Upon written authorization by Metlakatla and agreement by the IHS, the IHS may reallocate funds retained by the IHS which are obligated to Metlakatla for the purposes of reimbursing the IHS for services or equipment provided to Metlakatla to assist Metlakatla in carrying out the terms of the ATHC and this Agreement.

(g) General Procedures for Amending or Modifying this Agreement. Amendments or Modifications proposed by Metlakatla shall be submitted in writing to the IHS, Office of Tribal Self-Governance, with a copy to the IHS Alaska Area Director. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21, of the ATHC or as provided above in paragraphs (b), (c), and (d) of this section, a request to amend or modify this Agreement submitted by Metlakatla shall be processed and approved or declined in accordance with the provisions of Sections 507(b)-(d) of Title V, and all provisions of those subsections are incorporated herein for this purpose.

Section 16 -- Third Party Recoveries and Recovery Right. Metlakatla has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with Section 206 of the IHCIA as amended at 25 U.S.C § 1621(e). All Medicaid and Medicare and other third party collections under Section 12 of this Agreement, and any funds recovered by Metlakatla through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to !HS-eligible beneficiaries by Metlakatla, or for such services previously provided by the IHS in a PSFA now operated by Metlakatla, shall be the property of Metlakatla and shall be considered program income to be utilized by Metlakatla as

provided in Article III, Section 7 of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 of the ATHC.

Section 17 -- Severability. This Agreement shall not be considered invalid, void or voidable if any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 18 -- Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR § 74.36 and 45 CFR § 92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by Metlakatla under this and previous FAs and contracts Metlakatla has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

Section 19 -- Memorializing Disputes. The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Section 507(b)-(d) of Title V, or at Metlakatla's option, may be set forth in an attachment to this FA, which shall be identified as "Memorialization of Matters Remaining in Dispute" and attached as Addendum II. This attachment shall not be considered a part of this FA, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. Metlakatla Indian Community does not waive any remedy the Community may have under the law with regard to these issues and any others not listed herein.

Section 20 -- Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396, Metlakatla exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

(a) 25 U.S.C. § 5304(e) (definition of "Indian Tribe");
(b) 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
(c) 25 U.S.C. §§ 5304G) and 5324(a)(l) (exemption from Federal procurement and other contracting laws and regulations);
(d) 25 U.S.C. § 5328(b), (conflicting provisions of law);
(e) 25 U.S.C. § 5329(c), section l(b)(8)(F) (screener identification);
(t) 25 U.S.C. § 5329(c), section l(b)(9) (availability of funds);

(g) 25 U.S.C. § 5329(c), section l(d)(l)(B) (construction of contract);

Section 21 -- Effective Date and Duration. This Agreement became effective on October 1, 2017, and will remain in effect through the 2020 federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 of the ATHC.

UNITED STATES OF AMERICA SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Eva ngelyn L. Digitally signed by Evangelyn L. Dotomain-5

BY: Dotomain -S Date:2021.02.1120:42:12-09'00' ---------- 2020

Director, Indian Health Service DATE

METLAKATLA INDIAN COMMUNITY

BY: _____ DATE CO , 2020

Mayor Atkinson

Metlakatla Indian Community

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2018

Tribal Share Summary Metlakatla Indian Community	FY 2018 Negotiated Amount	MIC Restricted	Total Due MIC	Initial Lump Sum Payment
Area TS Amount	$152,715	$6,453	$146,262	$146,262
	0		0	0
Subtotal Area TS Amount	$152,715	$6,453	$146,262	$146,262
Headquarters TSA Amount	$116,823	$13,178	$103,645	$103,645
Headquarters Other Program Formula (OEHE)	$15,092	$15,092	$0	$0
Subtotal Headquarters TS amounts	$131,915	$28,270	$103,645	$103,645
Total Tribal Shares	$284,631	$34,724	$249,907	$249,907

Driving Variables Metlakatla Indian Community	FY 2018
Population (2010 Census AN/AI population)	1294
Tribes (Federally Recognized Tribes)	1
Recurring Base - FY 2013 (less VBC)	$6,822,081
Percentage of Total Area TS (of all Alaska Tribes)	1.15274%
Percentage of ATHC (of all Title V Alaska Tribes)	1.16703%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Metlakatla Indian Community	FY 2018
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares
Metlakatla Indian Community

Line #	FY 2018 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	MIC AK Dist.	MIC Retained	MIC Total TS Due
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,692,041	$0		$0	$11,692,041	$134,778		$134,778
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) fund	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$5,973	$5,973	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$2,270		$2,270
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$2,249	*$0*	$2,249
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$10,492	$5,973	$4,519
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(E	$5,941,211	$244,466		$5,127,476	$569,269	$6,562		$6,562
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$480	$480	$0
23	Health Facilities/Main./ Spec. Pro	$1,365,811	$114,204		$1,216,669	$34,938	$403		$403
24	Subtotal OEHE	$7,455,910	$451,352	$0	$6,358,692	$645,866	$7,445	$480	$6,965
25	**TOTAL AREA OFFICE**	$33,681,748	$3,345,814	$1,580,233	$15,507,619	$13,248,083	$152,715	$6,453	$146,262

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2018 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs".

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY18 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space a

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Metlakatla Indian Community

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares MIC Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$3,946,697	460,974	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	138,054	$1,611	$0	$1,611
	105	Management Initiatives		x		$2,044,146	238,756	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,360	11,183	$131	$131	$0
	107	H.P./D.P. Initiatives	x	x		$3,471,665	199,915	$2,333	$0	$2,333
	110	N.E.C.I.	x			$1,105,341	123,881	$1,446	$0	$1,446
	111	Nurse Initiatives	x			$1,282,333	140,310	$1,637	$0	$1,637
	112	Nursing Co-steps	x			$645,848	72,377	$845	$0	$845
	113	Chief Clinical Consultant	x			$276,687	31,013	$362	$0	$362
	115	Emer. Medical Svcs	x			$464,126	41,882	$489	$0	$489
	117	Traditional Advocacy Prog.	x			$100,341	11,245	$131	$0	$131
	118	Research Projects	x			$1,278,011	142,504	$1,663	$0	$1,663
	119	A.A.I.P. Contract	x			$26,668	2,987	$35	$0	$35
	120	Clinical Support Center-Phoenix	x			$1,735,059	203,764	$2,378	$362	$2,016
	121	Co-steps Non-physicians	x			$81,435	9,113	$106	$0	$106
	123	Physician Residency	x			$276,045	30,940	$361	$0	$361
	124	Recruitment/Retention	x			$2,050,205	229,787	$2,682	$0	$2,682
	125	U.S.U.H.S., etc.	x			$3,056,143	342,545	$3,998	$0	$3,998
	126	DIR Support Fund	x			$24,857,207	2,756,438	$32,168	$8,943	$23,226
	127	Evaluation	x			$1,060,897	118,925	$1,388	$0	$1,388
	128	National Indian Health Board	x			$458,033	50,990	$595	$0	$595
	129	Albq./HQ Administration	x			$889,447	112,439	$1,312	$0	$1,312
	130	Nutrition Training Center	x			$344,240	41,707	$487	$0	$487
	131	Diabetes Program- Albq./HQ	x			$1,287,625	150,412	$1,755	$0	$1,755
	132	Cancer Prevention- Albq./HQ	x			$715,279	84,080	$981	$0	$981
	133	Health Records	x			$135,956	12,015	$140	$0	$140
	134	AIDS Program	x			$421,975	78,637	$918	$0	$918
	135	Handicapped Children	x			$345,268	40,679	$475	$0	$475
	137	National OIT Sup.- Albq./HQ	x			$8,272,974	923,758	$10,780	$2,997	$7,784
	154	Prescription Drug Monitoring	x			$1,000,000	114,900	$1,341	$0	$1,341
Dental Health										
	201	IHS Dental Program	x			$2,480,872	296,334	$3,458	$0	$3,458
	202	IHS Dental Program- Program formula		x		$5,211,934		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			$8,457,806	170,804	$1,993	$0	$1,993
	302	C.M.I. Grants	x			$620,933	69,307	$809	$0	$809
	303	National Conference	x			$106,289	11,849	$138	$0	$138
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			$3,095,464	507,902	$5,927	$0	$5,927
	402	Collaborative Initiatives	x			$834,554	47,681	$556	$0	$556

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Metlakatla Indian Community

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares MIC Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		$8,226,856	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,264,397	349,118	$4,074	$0	$4,074
Public Health Nursing										
	601	Preventive Health Initiatives	x			$937,654	101,709	$1,187	$0	$1,187
	602	Preventive H. Init. - Prog. Formula		x		$2,383,258		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			$1,133,793	127,796	$1,491	$0	$1,491
CHR										
	801	IHS CHR Program	x			$2,369,315	263,085	$3,070	$0	$3,070
Direct Operations										
	1301	Direct Operations	x			$13,737,638	1,545,170	$18,033	$0	$18,033
	1301a	Direct Operations- OIT	x			$2,694,943	303,120	$3,537	$746	$2,791
	1302	Direct Ops Dental	x				-	$0	$0	$0
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		$2,312,098	$344,599	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,569,222	$209,781	$5,874	$5,874	$0
	2403	Facilities & Property Support		x		$2,269,845	$225,735	$8,472	$8,472	$0
	2404	Facilities Engineering Support		x		$1,359,652	$0	$0	$0	$0
	2405	Engineering Services Support		x		$479,120	$102,635	$746	$746	$0
TOTAL TSA AMOUNT						$94,470,826	$9,895,455	$115,482	$13,178	$103,645
TOTAL PROGRAM FORMULA AMOUNT						$29,802,828	$1,582,480	15,092	$15,092	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$125,273,654	$11,592,835	$131,915	$28,270	$103,645

Column 1 - All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septembe
Column 2 -All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septembe
Includes Chickaloon, Knik and All Alaska HQE TS. Does not include T-I shares.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2017 will be added
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution metho
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Metlakatla Indian Community** **58G950043**

Contract/Compact Period October 1, 2017 through September 30, 2018

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.011527364		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$3,318,647		$38,564	$60,116	$0	$3,417,327
2	Dental	$757,801		$2,364	$3,458	$0	$763,623
3	Mental Health	$149,648		$14,565	$2,940		$167,153
4	Alcohol & Substance Abuse	$291,895		$9,619	$6,484		$307,998
5	Public Health Nursing	$215,498		$1,383	$1,187		$218,068
6	Health Education	$136,438		$2,867	$1,491		$140,796
7	Community Health Representativ	$41,963		$1,039	$3,070		$46,073
8	Immunization (AK only)	$1,110		$3,979	$0	$0	$5,089
9	Direct Operations	$4,801		$48,758	$20,824		$74,383
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$4,917,801	$0	$123,139	$99,571	$0	$5,140,511
15	Purchased/Referred Care	$1,005,662		$16,158	$4,074		$1,025,895
16	Environmental Health Support	$104,695		$6,562		$0	$111,257
17	Facilities Support	$688,333		$403			$688,736
18	OEHE Support	$0			$0		$0
19	Maintenance & Improvement	$0	$106,597		$0		$106,597
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$30,145				$30,145
23	TOTAL, Facilities	$793,028	$136,742	$6,965	$0	$0	$936,734
24	Current year CSC Direct	$459,582					$459,582
25	Current year CSC Indirect	$0	$1,350,818				$1,350,818
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$459,582	$1,350,818	$0	$0	$0	$1,810,400
29	Quarters	$0					$0
30	Contract Health Services (Prior Y	$0					$0
31	Indian Health Facilities (Prior Ye	$0					$0
32	Others	$0					
33	TOTAL, Other	$0		$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$7,176,073**	**$1,487,560**	**$146,262**	**$103,645**	**$0**	**$8,913,540**

Footnotes:

The FA program funding amount in column 1 and 2 are as of amendment number 13, dated 1/8/2018

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in accord with Sec. 4 of the FA.

Metlakatla Indian Community
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC. **Yes** (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **No** (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs		$0	$0	$0	N/A	$0
Supply Service Center			$0	$0	N/A	$0
Other GSA vehicle lease	$0		$0	$0	N/A	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All other costs-			$0	$0	N/A	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
All other costs-			$0	$0	N/A	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All Other Costs			$0	$0	N/A	$0
SUBTOTAL ENVIRONMENTAL HI	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 months is withheld.

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (see Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .2

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO THE METLAKATLA INDIAN COMMUNITY FOR FY 2018

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of the Metlakatla Indian Community (MIC) under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with MIC's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2018, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by MIC to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties,

statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by MIC or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. [1]		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

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1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L. 93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office. (Surcharge funded services are also provided as needed and are noted with an asterisk (*))	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including those in support of Tribally managed programs.
2. Maintain or develop Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.
4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.
5. Provide assistance to tribally managed facilities in acquiring excess federal property.*
6. Maintain the federal property inventory process including excess and disposal.
7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.
8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.*
9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.
10. Provide technical assistance to Tribally managed facilities on procurement issues.
11. Maintain the federal credit card program.
12. Privacy Act and Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $44 million).

c. Directly allocate IHS resources (currently approximately $15 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters.

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 490 federal (includes 190 IPA & 300 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations

and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 430 federal employees employed either directly or through Civil Service IPAs (130) or Commissioned Corps MOAs (300):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit

programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 300 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 14 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.
3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct

3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2012, the Alaska Area received in excess of $5.1 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signers, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: _____

Metlakatla Indian Community

By: _____
Mayor Atkinson

Date: 3-6-20

ADDENDUM I
METLAKATLA INDIAN COMMUNITY
MEMORIALIZATION OF HISTORICAL LEVEL OF PFSAs PROVIDED BY ANMC AND AANHS

The ANMC and Alaska Area Office, subject to available appropriations, has provided the following services and functions historically to Metlakatla Indian Community (Metlakatla) as of October 1, 1997 and continued to provide such services through December 31, 1998.

(A) Accepting all referrals of Alaska Natives and American Indians from Metlakatla, providing specialty care field clinics, consultation to Metlakatla physicians, pathology, clinical services, orthopedics, internal medicine, cardiac testing, ENT, ophthalmology, oncology, urology, surgery, dental contract health care, inpatient services (including hospital inpatient nursing and ancillary services relating to inpatient pediatrics and women's health), radiology, and laboratory support (including services related to all biopsies), medivac and ambulance support, medivac support for emergencies, patient travel support for Metlakatla, and patient travel for patients returning home from treatment at the ANMC, as well as temporary assistance for lab, x-ray and other professional support personnel.

(B) The Alaska Area immunization program provided vaccines for Hepatitis A and B, Homophiles Influenza B and other vaccines without charge to Metlakatla, in a manner consistent with past practices, provided that this service may have been discontinued by the IHS if the State of Alaska assumed these responsibilities. The Alaska Area Office provided without charge to Metlakatla, and in a manner consistant with the Continuing Services Agreement then in effect, metabolic laboratory services to include Pap smears and Chlamydia, as well as supplies as specified in the Area Office's contract with the reference laboratory services.

(C) Subject to the availability of appropriations, consultations and technical support and services including but not limited to services from the following offices, divisions and departments: Region X legal consultation; Environmental Health and Engineering; Financial Management; Regional and Contract Health; Awards and Administrative Services; Personnel and Training; and Community Health Services. Services from Community Health Services including but not limited to, dental, nutrition education and consultation services, as well as various program advice, coordinator support., and special project assistance in Maternal and Child Health, Community Health Representative Program, Behavioral Health, Health Promotion/Disease Prevention, and Injury Prevention.

The Alaska Area Office has ensured that any discretionary funding associated with the services described in this addendum that may become available to the Area Office shall be used to provide additional services to Metlakatla to the same extent as if the Tribe were operating under a P.L. 93-638 Title I contract. IHS has also provided access to the IHS Network through maintaining a wide area network with a common downlink to the gateway or access point in Anchorage.

ADDENDUM II
METLAKATLA INDIAN COMMUNITY
MEMORIALIZATION OF MATTERS REMAINING IN DISPUTE

(1) Metlakatla does not agree with the IHS' position that Area Office tribal shares that were restricted by individual Co-Signer decision or by a consensus decision of all Co-Signers from FY 1995 through FY 2000 are not available for inclusion is FY 2004 because of Section 325, P.L. 105-83. Metlakatla believes it has the right to include such tribal shares in its FY 2004 annual FAs notwithstanding Section 325. Metlakatla reserves any remedies it may have under law.

APPENDIX C
METLAKATLA INDIAN COMMUNITY
TRIBAL FACILITIES AND LOCATIONS

The Annette Island Service Unit operates in the following facilities:

1. Annette Island Service Unit Center at 563 Brendible Street
2. Dental Clinic, 563 Brendible Street
3. Arnie Christiansen Crisis Intervention Center, Lower Atkinson Street – See Section 3(a)(8)
4. Administration Building at 563 Brendible Street
5. WINGS Safe House, Haines Street – See Section 3(a)(8)
6. Lepquinum Wellness Center – See Section 3(a)(18)

APPENDIX E
METLAKATLA INDIAN COMMUNITY
INFORMATION SERVICES LIST

IHS Office of Information Technology (OIT) Provides	Directly to ANTHC	Directly to Contractor	Indirectly to Contractor through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data supports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Ketchikan IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Internet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Price, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X

IHS Office of Information Technology (OIT) Provides:	Directly to ANTHC	Directly to Caregiver	Indirectly to Caregiver through ANTHC
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

APPENDIX F

Resolution No. 11-14

BY THE COUNCIL METLAKATLA INDIAN COMMUNITY
ANNETTE ISLANDS RESERVE
INDIAN HEALTH SERVICE FUNDING AGREEMENT AMENDMENT

WHEAREAS, the Metlakatla Indian Community Council is the governing body of the Metlakatla Indian Community, Annette Islands Reserve, Alaska by the authority of the Constitution and By-laws of the Metlakatla Indian Community as approved on August 23, 1944 by the Secretary of the Interior; and

WHEREAS, the Metlakatla Indian Community is an Indian tribe as defined in the Indian Self-Determination Act (ISDA), which administers the Annette Islands Service Unit of the Indian Health Service (IHS) as a tribally-operated service unit under the Alaska Tribal Health Compact (Compact) in accordance with federal law, and

WHEREAS, under the terms of the Compact and Section 813 of the Indian Health Care Improvement Act, the Metlakatla Indian Community is authorized to determine the conditions under which health services may be provided in the Annette Islands Reserve under IHS-funded programs to persons who are not "eligible beneficiaries" of the IHS under federal law provided that the Community gives consideration to whether the provisions of such services will result in a denial or diminution of services to eligible beneficiaries; and

WHEREAS, services have been provided in the Annette Islands Service Unit to non-beneficiaries for many years under the provisions of the federal law relating to remote facilities in Alaska and IHS Manual guidelines pursuant to provisions of the Community's prior contract with the IHS under Title I of the ISDA, and

WHEREAS, the Council has determined that the provision of health services to non-beneficiaries will not result in a denial or diminution of services to beneficiaries provided services are available on a fee-for-service basis resulting in reimbursement in an amount not less than the actual costs of providing such services as required by federal law; and

NOW THEREFORE, BE IT RESOLVED, that health services will be available under IHS-funded programs of the Metlakatla Indian Community to non-beneficiaries, as provided in the Policy on Eligibility for Health Services attached hereto and incorporated by reference herein; and

FURTHER RESOLVED, that the Policy of Eligibility for Health Services is hereby approved and shall be posted in the Annette Islands Service Unit facility; and

FURTHER RESOLVED, that whenever significant evidence is presented to the Council or the Executive Committee that services to non-beneficiaries in the Annette Islands Service Unit

facilities of any particular type may result in a denial or diminution of services of that type to beneficiaries, the Council or the Executive Committee is authorized to suspend the delivery of such services to non-beneficiaries, such action to specify the type of service, the facility or geographical area to which the suspension applies, and the duration of the suspension (which may be for a specific term or until revoked); and

FURTHER RESOLVED, that a copy of this resolution and a schedule of charges applicable to non-beneficiaries for emergency and non-emergency care shall be made available upon request.

SIGNED & DATED this 6th day of April, 2011, at Metlakatla, Alaska

METLAKATLA INDIAN COMMUNITY

Arthur G. Fawcett, Mayor

ATTEST:

Diana M. Yliniemi, Executive Secretary

CERTIFICATION

I hereby certify that the foregoing Resolution was duly approved at an Executive Committee meeting held on the 6th day of April, 2011, at which a quorum was present by a vote of 3 FOR and 0 OPPOSED, the Mayor being authorized to sign said Resolution.

Signed:

Diana M. Yliniemi, Executive Secretary

METLAKATLA INDIAN COMMUNITY
ANNETTE ISLANDS SERVICE UNIT
POLICIES AND PROCEDURES

Eligibility for Health Care Services
Provided by or through the Annette Islands Service Unit

Eligibility for health care services at the Annette Islands Service Unit is based on federal law and regulations. Federal law provides that the health services may be provided to American Indians (including Alaska Natives) throughout the United States. 25 U.S.C. §13. However, the Indian Health Service (IHS) does not provide or fund the same services in each area and community served. Both the IHS and the tribes operating health programs funded by IHS have considerable discretion to determine the services to be provided. They can consider facilities and services available from sources other than IHS and the financial and personnel made available to the IHS and the tribal program. 42 C.F.R. §§ 136.11 and Section 506 (e) of the Indian Self-Determination and Education Assistance Act.

Direct Services

The Annette Islands Service Unit provides direct health care services at the Annette Islands Health Center and related facilities to members of the Metlakatla Indian Community, members of other American Indian tribes (who can document tribal membership), and in certain other cases as permitted by federal regulations, 42 C.F.R. §§ 136.12 and 136.14, as well as to other persons eligible for services under Section 813 of the Indian Health Care Improvement Act, subject to charges.

Contract Health Services

Contract health care is provided to the extent that resources permit to members of the Metlakatla Indian Community and other American Indians who reside on the Annette Islands Reservation and in certain limited other circumstances as permitted by 42 C.F.R § 136.23. The Indian Health Service and Annette Islands Service Unit are payers of last resort for persons eligible for contract health services. In accordance with 42 C.F.R. § 136.23a and Section 3(a)(b) of the Funding Agreement with IHS, contract health services are not provided to individuals who are residents in Canada.

APPROVED:

Rachael Askren, Service Unit Director — Date 1-3-2011

Arthur G. Fawcett, Mayor — Date 2-9-11

HEW, Chairperson — Date 2/14/11

Effective: 1-3-2011

Metlakatla Indian Community

APPENDIX G

1

CERTIFICATION FOR NEW/REPLACED/ADDED SPACES

IHS Area: Alaska

Certification for New /Replaced/Added Space
Agency-Related Program Space

Inclusion Criteria: Having space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.

1)	Tribe or Tribal Organization:

Check one

☐ NEWLY ACQUIRED BUILDING
Not replacing or adding to a building already in the M&I/Equipment database.

☐ REPLACED EXISTING BUILDING
Replacing a building already in the M&I/Equipment database. At the end of this form identify the existing building that was/is being replaced. Describe new building below.

☐ ADDED SPACE TO EXISTING BUILDING
Adding space to building already in the M&I/Equipment database. At the end of this form, Identify existing building being added to. Include only increased amount of space below.

Describe the space proposed to be added into the M&I/E Inventory. For additions to existing buildings, only include the additional space here. Existing building will be identified at the end.

2)	Identification of building meeting inclusion criteria above (name, number etc). Write In "ADDITION" when applicable.		
3)	Location of building (city, state, etc). Leave blank for additions.		
4)	Ownership of building (tribe, private, other). Include lease/rental type where applicable.		
5)	Building construction type. Choose from: trailer, fire resistant, masonry with wood, wood frame.		
6)	Gross square meters of addition or entire building, as applicable.		gsm
7)	Gross square meters or actual space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
8)	Annual average hours of use per week by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
9)	Maintenance and repair funds currently provided under contract budget, either specifically or part of rental/lease payments.		$

This form is for buildings not required to be in the official IHS/OSA real property inventory. 2/5/99

10)	Briefly describe below the health services provided under the PL 93-638 contract:

Checklist of certifications to attach for space proposed to be added into the M&I/E Inventory.

	BUILDING CODES and STRUCTURAL Attach Certificate of Occupancy or other evidence of meeting national building codes, satisfactory structural condition, and safety standards.	Cost to bring to Standard:	$
	SEISMIC (EARTHQUAKE) Attach seismic survey if applicable; Otherwise, provide basis for exemption.	Cost to bring to Standard:	$
	ENVIRONMENTAL Attach environmental assessment, Including of land.	Cost to bring to Standard:	$
	AS-BUILT SCALE DRAWING Attach as-built scaled drawing. Use metric units and scale.	Cost to bring to Standard:	$

Certified by:	Date:
Mailing Address:	
Phone with area code:	FAX number
E-mail address:	

For replacements and additions, identify existing building below.

11)	Identification of existing building which is being replaced or being added on to. (name, number, etc).	
12)	Location of existing building (city, state, etc).	

Metlakatla Indian Community

APPENDIX G

2

ENERGY REPORT

ALASKA AREA Energy Report

SERVICE UNIT:

Facility/Campus Name:

Current Reported SF:

FY 2005	Electricity (KWH)	Electricity Cost	Oil (Gal)	Oil Cost	Natural Gas (KM3)	Natural Gas Cost	Other Source	Other Cost	Water (Gallons)	Water Cost
October										
November										
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										

Service Unit Facility Manager

Date

Metlakatla Indian Community

APPENDIX G

3

FINAL REAL PROPERTY CLOSEOUT REPORT
and
INTERIM REAL PROPERTY STATUS REPORT

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2[illegible]038HE, *"Project Name"*
FINAL REAL PROPERTY CLOSEOUT REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Final Real Property Project Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross Sqft
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, Interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00#####		

8. **Other Structures** (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system). *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Built/Floorplans/Specifications

cc: AANHS Area Facility Engineer
AITHC Project Officer

CHIEF FINANCIAL OFFICER CERTIFICATION:

"I certify that the capitalized and expenses amounts for this final report were extracted from the attached General Ledger Summary. A successful independent audit of the organization was conducted in accordance with the Single Audit Act for the period in which the project was awarded and funded improvements completed. This information will enable the Indian Health Service to carry out its responsibilities under the Chief Financial Officers Act for reporting capital improvements made to federal facilities."

_____ Date: _____

Type Name of Chief Financial Officer
Type Name of Tribe/Tribal Organization

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____Hospital, _____, Alaska
PROJECT NO. AN20@@138H6, "*Project Name*"
INTERIM REAL PROPERTY STATUS REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Interim Real Property Status Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. Project Milestones/Timelines

Milestone	Date Achieved
Project Start	
Facility Placed In Service	
Project Completed	
(List other milestones if applicable)	

5. Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, CIA, TERO, interest, legal, permits, printing, etc.)

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

6. Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

7. Buildings (Building Number and Description as identified in the IHS Real Property Inventory). *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00####		

8. Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system). *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. Construction

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. Equipment:

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. Post-Construction

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/TTO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

Metlakatla Indian Community

APPENDIX G

4

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Metlakatla Indian Community

APPENDIX G

5

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No
18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.
23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.
26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.
29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Title Date Environmental Coordinator Date

Metlakatla Indian Community

APPENDIX G

6

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

APPENDIX G-6 – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by Metlakatla, Metlakatla shall submit a proposal package that includes a completed Project Summary Document (See Appendix G-4) and Environmental Information and Documentation Form (See Appendix G-5) to the IHS. Coordination time between Metlakatla and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between Metlakatla, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow Metlakatla and IHS to resolve them early.

Indian Health Service

National Environmental Policy Act; Categorical Exclusions

AGENCY: Indian Health Service (IHS), HHS.

ACTION: List of IHS program actions that are categorically excluded from the requirement to conduct further evaluation under the National Environmental Policy Act (NEPA).

SUMMARY: This notice provides a list of classes of IHS actions that normally do not have a significant impact on the environment and, therefore, do not require environmental impact statements (EIS) or environmental assessments (EA) under Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508) or Department of Health and Human Services (HHS) procedures (HHS General Administration Manual Part 30). All actions involving construction are reviewed to determine if extraordinary or exceptional circumstances exist that prevent the action from meeting the criteria established for this listing.

EFFECTIVE DATE: January 6, 1993.

FOR FURTHER INFORMATION CONTACT: Director, Division of Environmental Health (DEH), Office of Environmental Health and Engineering (OEHE), IHS, Public Health Service (PHS), HHS, room 5A–39, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857; or telephone (301) 443–1643.

SUPPLEMENTARY INFORMATION: Regulations of the CEQ at 40 CFR parts 1500–1508 require Federal agencies to adopt procedures to supplement and implement their regulations. The IHS, by giving notice in the Federal Register (45 FR 76519), has adopted such procedures and included them in the HHS General Administration Manual Part 30. The CEQ approved the IHS procedures on October 2, 1980. Paragraphs 1507.3 and 1508.4 of the CEQ regulations provide for the definition of categories of actions that do not individually or cumulatively have a significant effect on the human environment and therefore, do not require the preparation of an EIS or an EA. Paragraph 30–20–40 of the HHS General Administration Manual establishes categories of exclusion for Departmental actions and provides for the listing of actions by Operating Divisions within the Department. The IHS, as an agency of the PHS, hereby gives notice of its listing of actions which normally can be categorically excluded from further environmental review.

If a proposed action belongs to an excluded category but one or more extraordinary or exceptional circumstances (as defined in Part K) apply, then an EA must be prepared for the purpose of determining whether an EIS is warranted.

The IHS provides comprehensive health care services to more than 1 million American Indians and Alaska Natives. The goal of the IHS program is to raise the health status of American Indians and Alaska Natives to the highest level possible. In carrying out this goal, the program has three main objectives: (1) To deliver the highest quality health services possible; (2) to assist tribes and native corporations to develop their capacity to manage health programs; and (3) to serve as an advocate for American Indians and Alaska Natives in health related matters.

The IHS program is carried out through a health services delivery system, designed to provide a broad mix of preventive, curative, rehabilitative, and environmental services. The type of health services delivery system

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 60 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects as categorically excluded.

Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are untaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 85 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

investigation, diagnosis, consultation, counseling) in health programs.

F. Management and Administrative Support

Routine management and administrative support actions.

G. Training, Education, and Manpower Development

The award of training grants, scholarships, and the provision of other types of training and educational assistance are excluded. These actions include:

1. Support for development of professional and paraprofessional health competencies;
2. Support for development of American Indian and Alaskan Native health management capabilities;
3. Support for development of tribal and community capabilities in the areas of environmental improvement, disease reduction, injury control, and operation and maintenance of sanitation facilities;
4. Support for training and education of IHS personnel necessary for the efficient accomplishment of the IHS program; and
5. Educational activities including development of disease prevention and treatment and presentation of such material to American Indians and Alaskan Natives.

H. Statistics, Data Processing, and Information Gathering

Actions associated with statistics and information collection and dissemination are excluded. These actions typically involve:

1. Collection of demographic or morbidity data and analysis for program management and budget justification purposes;
2. Epidemiologic studies;
3. Environmental surveillance activities (e.g., sample collection, analysis, and monitoring of air, food, water, and wastewater) to determine quality as a basis for ensuring necessary corrective action;
4. Engineering studies and investigations including soil boring and test well drilling to gather data for the purpose of determining engineering feasibility and to permit facility design;
5. Updating existing data bases and data processing;
6. Printing and distributing reports; and
7. Developing new/redesigning existing data systems to meet specific program needs.

I. Indian Health Service Owned and Leased Facilities

Actions related to the IHS owned and leased facilities, or actions funded by IHS at tribally owned (or leased) and managed facilities as listed below, are excluded:

1. Maintenance and day-to-day operation of the physical plant and repairs to plant and equipment, or replacement-in-kind of utilities and building components;
2. Acquisition of equipment, provided all requirements for permits, registrations, and licenses are met, and provided the equipment involves use of generally accepted technology;
3. Building alteration or renovation that does not substantially change the function or general appearance of existing buildings;
4. Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction:
   (a) Is at the site of an existing health care facility and the facility capacity is not substantially increased,
   (b) Is for buildings of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or
   (c) Is for projects other than buildings when less than five acres of surface land area are involved at a new site;
5. Facility planning and design including funding of such activities;
6. Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which:
   (a) The intended use of the space is consistent with the functional design of the building, and
   (b) The acquisition is consistent with an applicable master plan, if such plan exists;
7. The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action:
   (a) Is consistent with any applicable master plan, if such a plan exists,
   (b) Conforms to local zoning and land use ordinances, if such ordinances exist,
   (c) Is consistent with the functional design of the facility,
   (d) Would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and
   (e) Satisfies the requirements of applicable comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 120 (h) provisions.

J. Construction of Sanitation Facilities

Actions associated with construction of sanitation facilities to serve Indian homes and communities, except that the following actions are not excluded:

(1) Construction of a sanitary landfill at a new solid waste disposal site, and

(2) Construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters.

K. Extraordinary or Exceptional Circumstances

Under extraordinary circumstances, the normally excluded actions described above may have a significant environmental effect; such actions are not categorically excluded. Actions that can be characterized by, or may cause any of, the conditions described below are examples of actions that are not categorically excluded:

1. Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;
2. Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;
3. Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;
4. Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
5. Those which have adverse effects on unique geographic characteristics (e.g., historic, archeological, or cultural resources, park recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones or ecological or critical areas including those listed on the Department of Interiors National Register of National Landmarks);
6. Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
7. Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
8. Those which have adverse effects on species listed by the Federal Government as endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
9. Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 29, 1992.

Michal E. Lincoln,

Deputy Director.

[FR Doc. 93-173 Filed 1-5-93; 8:45 am]

BILLING CODE 4160-16-M

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Metlakatla Indian Community

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by the Metlakatla Indian Community (Metlakatla) and the Secretary of the Department of Health and Human Services of the United States of America (Secretary), Metlakatla has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by Metlakatla on an as needed basis, and provided by the Indian Health Service (IHS) when IHS has the capacity to do so. The cost of providing the purchased services to Metlakatla shall be determined under section 2 below. Metlakatla's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. Metlakatla may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, Metlakatla may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by Metlakatla.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 5.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to Metlakatla.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services Metlakatla proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent Metlakatla from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by Metlakatla and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by Metlakatla.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge is a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to Metlakatla under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing

services to Metlakatla.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of Metlakatla. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by Metlakatla and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. Metlakatla assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by Metlakatla shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of Metlakatla.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by Metlakatla under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The Metlakatla is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of

Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. Metlakatla agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged Metlakatla for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purpose of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to Metlakatla of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by Metlakatla authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services Metlakatla proposes to purchase from the IHS. In such case, no monthly payments are due from Metlakatla. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to Metlakatla and adjustments in the amount of withhold or payments needed to pay for all services Metlakatla has purchased, or proposes to purchase, will be made to the IHS by Metlakatla. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount Metlakatla hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withheld Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount Metlakatla hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to Metlakatla of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from Metlakatla for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to Metlakatla due to Congress authorizing continuing resolutions or other delays in making lump sum payments to Metlakatla.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a weekend or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to Metlakatla within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and Metlakatla will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to Metlakatla, any over recovery by the IHS must be returned to Metlakatla and within 30 days after the final end-of-year

reconciliation is due any under recovery must be paid by Metlakatla.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from Metlakatla.

3.4 Use of Other Funds Due Metlakatla to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to Metlakatla, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of Metlakatla's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to Metlakatla under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by Metlakatla under this Agreement in a manner agreeable to Metlakatla and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, Metlakatla may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. Metlakatla shall have the option of resolving the dispute in accordance with

Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5(d) of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 18 Dec 07

Metlakatla Indian Community

By: _____
Victor Wellington, Mayor

Date: 9-5-07

FUNDING AGREEMENT

BETWEEN

MANIILAQ ASSOCIATION

AND

THE SECRETARY OF HEALTH AND HUMAN SERVICES

FYs 2017-2019

FUNDING AGREEMENT
BETWEEN
CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
MANIILAQ ASSOCIATION
AND THE
SECRETARY OF THE DEPARTMENT OF HEALTH & HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2017-2019

This Funding Agreement is entered into by and between certain Alaska Tribes in the Northwest Arctic Borough and Pt. Hope and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Maniilaq Association to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

SECTION 1 - OBLIGATIONS OF THE INDIAN HEALTH SERVICE.

(a) Under the authority of section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities ("PSFAs") of the Alaska Area Office and the Alaska Native Medical Center have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's funding agreement ("FA"). IHS shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with ANTHC and SCF on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the Indian Health Service ("IHS") to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact ("Compact") between the Maniilaq Association ("Maniilaq") and certain other Co-Signers thereof and the United States in Fiscal Years 2017-2019.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, the IHS will agree to continue to make available to Maniilaq Association, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by

the IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of the IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of the Area Office of the Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service reflects the understanding of the parties regarding services to be provided by the Alaska Area Native Health Service to Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and Maniilaq Association will not be denied access to, or services from, Headquarters. Specifically, the Maniilaq Association will receive the following services from the IHS Headquarters:

(1) Information Services.

(A) Information Services. The Indian Health Service will provide the full range of Office of Information Technology (OIT) national support to the Alaska Native Tribal Health Consortium (ANTHC) and Alaska Native Medical Center (ANMC). OIT will provide specified services directly to Maniilaq. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve Maniilaq's technical issue, OIT's support of Maniilaq will include technical support needed on-site by Maniilaq. A list of the services due under this paragraph, with identification of the method of delivery, is attached as Appendix C, which is fully incorporated herein.

(b) Maniilaq Association has historically received certain PSFAs from the ANMC and the Alaska Area Native Health Service ("AANHS"). Responsibility for these PSFAs have been transferred to the ANTHC and Southcentral Foundation ("SCF"). For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, Maniilaq Association has attached to this FA Addendum 1 entitled "Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS." The PSFAs listed in this Addendum 1 are taken from Maniilaq Association's FY 1999 Annual Funding Agreement. Addendum 1 is attached to this FA only for the purpose of identifying historical levels of PSFAs received by Maniilaq Association from ANMC and AANHS, and is specifically not made a part of this FA.

SECTION 2 - OBLIGATIONS OF MANIILAQ ASSOCIATION. The Agreement obligates Maniilaq Association to be responsible for and to provide health PSFAs, identified in Section 3,

[1] All references to Appendix A and Appendix B in this Agreement are to the Appendix for the applicable fiscal year.

utilizing the resources transferred under this Agreement and other funds as they may become available to Maniilaq. This Agreement further authorizes the Maniilaq Association to consolidate and redesign PSFAs as provided in the Indian Self-Determination and Education Assistance Act, as amended, and the Compact. Maniilaq Association is obligated to seek third party reimbursements as provided by federal law and is payer of last resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, Maniilaq shall be the payer of last resort. Maniilaq is committed to and will strive to provide quality health services and will strive to meet standards Maniilaq believes to be appropriate and applicable to the delivery of those health services.

SECTION 3 - TRIBAL PROGRAMS AND BUDGET. The Maniilaq Association agrees to administer the Kotzebue Service Unit, a tribally operated Service Unit of the IHS, and to provide and be responsible for the health PSFAs identified below in accordance with the Compact and this Agreement. For the purposes of this Agreement, the Maniilaq Association's General Budget Categories consolidate related health PSFAs.

(a) The Maniilaq Association agrees to provide health care services to the Alaska Native and American Indian beneficiaries in the Northwest Arctic Borough and Pt. Hope. Services will be provided to non-beneficiaries (i.e., persons who are not Alaska Native or Indian) on a fee-for-service basis in accordance with and subject to the provisions of section 813(c)(2) of the Indian Health Care Improvement Act, 25 U.S.C. § 1680c(c) as amended. Health care services include hospital and clinic services such as Patient Care Service, Ancillary and Support Services and additional services such as Sexual Assault Response Team (SART), Alcohol and Drug Abuse, Mental Health, Traumatic and Acquired Brain Injury Services, Dental, Environmental Health, Tobacco Prevention/Cessation, Eye Care, Maternal and Child Health, Emergency Medical Training, Community Health Aide/Practitioner Program, Injury Prevention, Audiology, Public Health Nursing, Traditional Health Program, Remote Maintenance Services, Home Care Services, Long Term Services and Supports, Diabetes Prevention Services, Women's Health Services, Elder Care Services, Suicide Prevention/Intervention, Telehealth and air and ground transportation. Maniilaq provides and facilitates a wide range of these services directly or in cooperation with ANMC, ANTHC and other Co-signers, including through field clinics, referral to ANMC, and other arrangements.

(1) HOSPITAL AND CLINIC SERVICES:

Maniilaq Association is committed to providing quality patient care achieved through maintaining qualified staff, functional and safe equipment and physical plant, and adequate supply of medical provisions required in the delivery of health care services as defined in the standards of The Joint Commission. Such services will be provided in the Maniilaq Health Center.

(i) Patient Care Services: Under a comprehensive health care delivery plan Maniilaq Association agrees to provide the following direct patient care services:

- acute patient care
- twenty-four hour emergency services
- ambulatory care services
- specialty clinic services
- minor surgery
- case management
- licensed physician, mid-level practitioner and nursing coverage plus medical students, residents, and allied health provider students from accredited institutions. Services are provided in the health center and in the villages and through daily contact by telephone with Community Health Aides/Practitioners in the villages.

Beyond the medical services/activities furnished under the health center operations a Referral/Transport system from the village or field location, to or from the Maniilaq Health Center to and from the next higher level of care (for example, ANMC) will be maintained, subject to available funding. Air and/or ground transportation services, including emergency medevac services, patient transport vehicle and patient transportation (including adult escort, health professional and other escort as Maniilaq deems appropriate) and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance), will be provided in any case which an authorized health center employee or medical provider deems such mode of transportation necessary. Maniilaq may provide the above described patient transportation services in accordance with section 213 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621*l*.

(ii) Ancillary Services: Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to rehabilitative therapies e.g., physical therapy, occupational therapy, speech therapy, respiratory therapy, laboratory, radiology, pharmacy, social services, patient advocacy, nutrition services and dietary services (including traditional subsistence foods) within the funds available.

(iii) Support Services: A complement of services required to support the provision of health services to the Northwest Arctic Borough and Pt. Hope may include but are not limited to: plant operations and maintenance, housekeeping and laundry service, security, human resources, housing, medical records, information systems, telemedicine, administration and board support planning and development, material management (procurement, receiving, processing and distribution), central sterile supply, mailroom, biomedical repair and maintenance, infection prevention/employee health, compliance and quality services, safety, telecommunications and financial, including business office functions. In addition, all necessary activities related to the acquisition, maintenance and

retention of proper staff credentials, including, for example, peer review and credentialing activities, will be undertaken by the Maniilaq Health Center.

(iv) Purchased/Referred Care Services: Purchase services not otherwise available or accessible to eligible beneficiaries on a contractual or open-market basis within funds available.

(2) ADDITIONAL ON-GOING PROGRAMS:

(i) Alcohol and Drug Abuse: Provide services for youth and adults to reduce substance abuse associated problems through outpatient services, prevention/education, referral services, outreach services, patient counseling groups, case management and community involvement. To the extent funds are available, Maniilaq will provide behavioral health services (both alcohol and drug abuse and mental health) for sex offender, domestic violence, transitional/residential care services, detox services, housing for substance abuse treatment, S/A training, Multidisciplinary Response Team, FASD, dual diagnosis, grief and healing, and groups planned and/or facilitated by behavioral health aides practicing in accordance with the standards and procedures approved by the IHS Community Health Aide Program Certification Board. Additional holistic residential individual and family treatment services in a traditional camp setting will be provided. Behavioral health and residential treatment services will be provided in accordance with section 702 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1665a.

(ii) Mental Health: Provide services to address family, child, adolescent and community mental health problems through community mental health programs and services including counseling services, psychological evaluations, groups, referral services, crisis respite and psychiatric services, developmental disabilities residential and outreach services, FAS/FAE evaluations and treatment services. To the extent funds are available, Maniilaq will provide behavioral health services for FASD, suicide prevention, training, continuing education courses, transitional housing and care services for youth and adults, supportive living skills under standards and procedures approved by Maniilaq. Behavioral health services and residential treatment services will be provided in accordance with sections 702 and 704 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. §§ 1665(a), (c).

(iii) Dental: Provide services to raise the dental health and lower the incidence of dental disease. Emergency, primary, secondary and

occasional dental surgeon and denture technician services will be supervised by licensed dental staff at the Maniilaq Health Center as well as through regularly scheduled visits to villages in the service area. Dental services may be provided by Dental Health Aides/Therapist (DHA/T) under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

(iv) Environmental Health: Provide education, technical assistance and direct services to improve sanitation practices in the areas of water, liquid and solid waste, food, institutional services and vector control. Supervise the Remote Maintenance program and state approved laboratory for monthly bacteriological testing of drinking water.

(v) Health Education: Provide information and education to increase awareness, participation and skills of individuals in relation to preventable illness and related social values and personal choice. Tobacco cessation and awareness issues will be provided as part of this program.

(vi) Eye Care: Provide examination and treatment of minor eye infections and injuries, visual examinations and correction for visual anomalies and other eye problems by a licensed optometry and ophthalmology staff.

(vii) Maternal and Child Health Program: Provide prenatal care, family planning, infant care, assistance in risk screening, coordination of prenatal care, room and board for village women awaiting delivery at the Maniilaq Health Center. Maniilaq will provide supplemental foods, nutritional education, counseling and other services for women, young children, and infants who may be at nutritional risk.

(viii) Emergency Medical Service Training: Provide services in accordance with State and Federal Emergency Medical Service guidelines to lower the incidence of accidental death and disability by providing various levels of Emergency Medical Service training and search and rescue coordination; while continuing to develop the basic life support system. This will include coordination in the Maniilaq service area and assistance to state agencies in certification of technicians, dispatchers, instructors, medevac escorts, and in the recertification of air and ground ambulances.

(ix) Community Health Aide/Practitioner Program: Provide acute, chronic and preventative health care in the villages including dental services under the Standards and Procedures approved by the Community Health Aide Program Certification Board; provide

support, supervision, quality assurance/CQI for the CHA/P; and arrange training for CHA/P; and provide administrative services for CHA/P. Home care services will be provided by personal care attendants following State guidelines.

(x) Injury Prevention: Provide education and other designated interventions based on analysis of unintentional injuries and deaths to lower the incidence of death and disability from injuries in the region.

(xi) Audiology: Provide a full range of audiology services to identify, diagnose and treat ear pathologies, injuries and hearing loss, including but not limited to, audiology and assessment counseling and referral, prescription and demonstration of hearing aids, noise protection consultation, and community education services.

(xii) Public Health Nursing: Provide community based services with a primary focus on health promotion and education, positive pregnancy promotion, infant and children services, immunization services to children and adults, early periodic screening and diagnostic services, elderly and chronically ill services, and communicable disease prevention.

(xiii) Traditional Health Program: Provide counseling on healthy living practices, advice and application of traditional herbal and other natural remedies, and direct traditional medical treatment. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1680u.

(xiv) Village Built Clinic Lease/Construction Program: Provide construction, maintenance and upkeep of village clinic facilities.

(xv) Epidemiology: Maniilaq Association intends to establish an MOA with and provide funds to the Alaska Native Tribal Health Consortium - Epidemiology Center to perform epidemiology functions on behalf of the Consortium. In the event that Maniilaq Association and ANTHC fail to conclude an MOA, Maniilaq Association will assume these responsibilities.

(xvi) Diabetes Prevention Program: Maniilaq Association will provide primary, secondary and tertiary prevention services including Diabetes education, screening, clinical follow-up and case management services, and community and employee activity programs including sponsorship of team sports. As authorized under section 204(d) of the Indian Health Care Improvement Act, as

amended at 25 U.S.C. § 1621c, Maniilaq provides peritoneal dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services.

(xvii) Cancer Program. Maniilaq will provide services related to cancer prevention/education, case management outreach services, patient travel, treatment services, and screening and early detection, including but not limited to colonoscopy and mammography.

(xviii) Elder Care: Maniilaq provides a comprehensive continuum of health care services to elders including, but not limited to: home health care, supported independent living services, elders meals service, transportation services, swing beds, skilled nursing services, and long term care. Maniilaq will provide home and community based care, long-term care and hospice in accordance with § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

(xix) Home and Community Based Care: Maniilaq provides home and community based services as defined by section 205 of the Indian Health Care Improvement Act, as amended, to elders, disabled individuals, children with complex medical conditions, and other eligible persons which includes but is not limited to home nursing, chore service, personal care attendant service, and such services as culturally appropriate activities, cooking, housekeeping and laundry, training and assistance with activities of daily living, acquisition of and training on assistive devices to promote independent living; congregate and home delivered elders meals; transportation; respite services; palliative care and other end of life services; clinical visits and overnight stays for elders seeking health care in Kotzebue. Maniilaq will provide home and community based care, long-term care, hospice and assisted living in accordance with § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

(xx) Facility Based Elder Care. Maniilaq provides facility based services to elders, disabled individuals and other eligible persons as defined by section 205 of the Indian Health Care Improvement Act, as amended. Such services will include but not be limited to swing beds; skilled nursing care services; long term care services; hospice care; palliative care and other end of life services. Maniilaq will provide home and community based care, long-term care, and hospice in accordance with § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

(xxi) Human Resources Development. Maniilaq will provide a full range of human resource development and training services to support comprehensive health care delivery by Maniilaq.

(xxii) Ililgaat Tupgat Children's House. This program includes, but is not limited to, a range of activities aimed at healthy child development, care and socialization and promotion of healthy lifestyles. Program activities include, but are not limited to, preventive health screening and referrals, nutritional and nutrition education programs, health promotion activities/curriculum, parental training, physical activities for growth and development.

(xxiii) Family Crisis Services. This program will provide a broad range of social and counseling services, including related medical services, to individuals and families. These services will include, for example, family shelter services, sexual assault response services and rehabilitation services.

(xxiv) Non IHS-Funding. Maniilaq Association will complement and supplement the PSFAs described above in section 3 with funding from sources other than the IHS through this FA, subject to the availability of funds from such other funding sources. Consistent with Article III, Section 5, 6 and 7 of the Compact, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

(xxv) Telehealth Services. Maniilaq provides telehealth services in support of all its programs. These include a wide range of telehealth activities as part of clinical and administrative services, including, but not limited to, medical, radiology, behavioral health, dental and home based care.

(xxvi) Suicide Prevention Program. This program is focused on providing prevention efforts and immediate intervention with individuals that are identified as at risk for suicide. Training will emphasize a community-based approach that assists identification of solutions and promotion of suicide interventions. These efforts will also focus development of healthy communities, including the promotion of culturally appropriate holistic wellness to eliminate the causes of suicide.

(xxvii) Sexual Assault Response Team Program. The SART program will provide coordination of care for adult and pediatric sexual assault victims and education to public/professional audiences. The SANE (sexual assault nurse examiners) work in collaboration with law enforcement, prosecution, and advocacy in order to provide

psychological, medical, and forensic services to patients who present following a sexual assault.

(A) Other Programs/Services Funded. This funding agreement includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 of the Compact.

Maniilaq agrees to administer any new health care programs funded during the term of this FA which are identified in the Indian Health Care Improvement Act; and any new health care program resulting from the reallocation of funds and redesign of programs during the term of this FA which will be in accordance with the terms of the Compact.

(b) FTCA. The Federal Tort Claims Act applies to Maniilaq's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Indian Self-Determination and Education Assistance Act and § 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210. There is no requirement that Maniilaq purchase liability insurance to protect or indemnify the federal government. Whether the Federal Tort Claims Act applies in any particular case is decided on an individual case-by-case basis, first by the Department of Justice and subsequently by the federal courts. Maniilaq may purchase liability insurance supplemental to FTCA coverage which is an allowable cost under this Funding Agreement.

(c) Tribal Facilities and Locations. Maniilaq Association provides all of the programs described in this Section 3 out of one or more than one facility or location. These include, but are not limited to, the facilities and locations listed in Appendix G. See Appendix G for cross-references to PSFAs principally provided at each location.

The Alaska Area Native Health Service shall compile from the list above a list of all health facilities and locations identified in the list above and forward that list annually to the Headquarters Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (Formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996). Services reimbursable by CMS are also provided by and through Maniilaq under various arrangements. Maniilaq will maintain a list of facilities and providers who assist in providing such services and make the list available to IHS and relevant agencies administering federal health care programs.

SECTION 4 - AMOUNTS AVAILABLE IN FISCAL YEARS 2017-2019.

(a) The following amounts shall be available to Maniilaq Association pursuant to the Compact and Title V of the ISDEAA, as amended, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I.[2] *See also* Section 28 below.

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds[3]	$28,235,459
Non-Recurring Funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[4]	$15,040,462
Subtotal: (Base funding from FY 96 P.L. 93-638 contract, subject to further adjustments as reconciliation of previous annual funding agreements occurs.)	$43,275,921
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Agreement.[5]	$753,559

[2] For other fiscal years to which this FA is applicable, a replacement Appendix A will be negotiated between IHS and Maniilaq for the respective year and amended to this FA and incorporated by reference accordingly.

[3] A breakout of these funds is shown in Appendix A, which is fully incorporated herein. The breakout will cite to the source document used to determine the amount. The parties agree that Maniilaq will be eligible for a share of any VBC funds that may be available through Congressional increases or that may otherwise be available at the end of the year on the same basis as such funds will be distributed to IHS managed VBC leases.

[4] These non-recurring funds represent contract support costs and Routine Maintenance and Improvement funds available at the beginning of the fiscal year. Other non-recurring funds are not specifically identified in this Agreement but will be provided to Maniilaq in the future to the same extent as they have been historically provided.

[5] Funds from Area were distributed according to methodology agreed upon in a caucus open to all Alaska Tribes and Co-Signers. The specific methodologies are identified in Appendix A.

Headquarters -- Tribal Share: "Tribal Size Adjustment Pool" including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A.[6]	$539,792
Headquarters - Tribal Share: "Program Formula Pool" including all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	$5,842
ISD Support on Tribal Shares identified above including funding from both Headquarters and Area Office as identified in Appendix A.[7]	$0
Subtotal -- Tribal Shares[8]	$1,299,193
TOTAL FA FUNDING[9]	$44,575,113

These amounts are subject to additions (i.e. for Medicare, Medicaid, Facility Engineering Program Plan ("FEPP"), and Quarters reimbursements) and other reimbursements and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the ISDEAA, as amended. Any amounts

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[6] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national Indian Health Service recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the Annual Funding amount, Co-Signer is entitled to funds which have been restricted. *See* Appendix A for detail.

[7] To be determined. The amount of ISD support on tribal shares will be calculated under Section 4(b) of this Agreement.

[8] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount may be adjusted to make available all tribal shares for which Co-Signer is eligible.

[9] For the reasons noted regarding the amounts that make up this total and because full funding amounts may not have been fully identified or reconciled, this amount is subject to amendment to reflect the full amount due for FYs 2017-2019.

remaining unspent under Contract No. 243-88-0177, previous Annual Funding Agreements (from FY 1995 to FY 2009) and this FA, after adjustment and reconciliation of the withheld amounts for supplies and services as of the last day of the previous fiscal year, shall be included in this Agreement.

The Recurring Base amount shown above includes $289,049 that Maniilaq received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the relevant Interior Appropriations Act (Act) or Congressional Reports. After the Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring Co-Signer signature as described in Section 12 of this FA.

Of the amount shown above for non-recurring program funds, $691,044 are for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as a part of the lump sum due Maniilaq was determined by multiplying the FY 2016 Routine M&I amount paid to the Co-Signer by 90%. The final Routine M&I amounts paid in FYs 2017-2019 will be based on the final FYs 2017-2019 Routine M&I allocations. If the final Routine M&I amounts, as determined by the final FYs 2017-2019 Routine M&I allocations, is less than the 90% calculation, Maniilaq will return the difference to the IHS. See also Appendix A, footnote to line 19 on page 6.

Of the amount shown above for Headquarters Tribal Share "Program Formula Pool," $95,182 are for Equipment Replacement; the Equipment Replacement amount paid as a part of the lump sum due the Co-Signer was determined by multiplying the FY 2016 Equipment Replacement amount paid to the Co-Signer by 90%. The final Equipment amounts paid in FYs 2017-2019 will be based on the final FYs 2017-2019 Equipment Replacement allocations. If the final Equipment Replacements amounts, as determined by the final FYs 2017-2019 Equipment Replacement allocations, is less than the 90% calculation, the Co-Signer will return the difference to the IHS. *See also* Appendix A, footnote to line 22 on page 6.

(b) Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2017, which represents the parties' estimate of Maniilaq's full CSC requirement pursuant to 25 U.S.C. § 5325, is $16,891,371, including $2,637,136 for direct CSC and $14,254,235 for indirect or indirect-like CSC.[10] This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325, and, to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and Maniilaq's full CSC requirement under the ISDEAA, the parties may

[10] For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and Maniilaq for the respective year and amended to this FA in Appendix A.

pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

(c) Base Budgets.

(1) Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY 98 – FY 2000) base budgets implemented for the Alaska Tribal Health Compact for an additional two years (FY 2001 – FY 2002). The Indian Health Service and Co-Signers have agreed to extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through
Headquarters TSA amounts[11]	FY 97	Term of this FA
Equipment Replacement Funding	Not included	
Area Tribal Share	Not included	

(2) Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6. Adjustments shall also be permitted for the addition of new co-signers to the Alaska Tribal Health Compact and when current co-signers add or retrocede PSFAs, as provided in Section 12(c) and (d).[12] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" IHS Headquarters categories, provided that restrictions shall be changed only during annual negotiations. Maniilaq Association also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted. Co-Signers shall also remain eligible for the distribution of additional IHS Headquarters tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other programs, functions, services, and activities from Headquarters.

(d) Inclusion of Statutorily Mandated Grant. In accordance with Section 505(b) of Title V, and its implementing regulations, the Parties agree that the Secretary shall add the

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[11] Alaska Tribal Health Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[12] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

following statutorily mandated grants, which are administered by DHHS through IHS, to the FA after they have been awarded. Grant funds will be paid to Maniilaq as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. Maniilaq will use interest earned on such funds to enhance the programs for which the grant was awarded, including administrative costs. Maniilaq will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program. Grant programs added to this FA in accordance with this provision include the following: Diabetes Grant. Maniilaq and its employees carrying out statutorily mandated grant programs added to a FA are covered by the FTCA. Regulations governing coverage under the FTCA are published at 25 CFR, Part 900, Subpart M.

SECTION 5 - METHODS OF PAYMENT.

(a) Payment Schedule. Except as provided in subsections (b) and (c) of this section, all funds identified in Section 4 of this Agreement shall be paid to Maniilaq Association, in accordance with Article II, Section 4 (a) of the Compact; payment to Maniilaq Association to be made as follows: One annual payment in lump sum to be made annually in advance by check or wire transfer.

(b) Availability of Tribal Shares. Maniilaq Association will be paid 100 percent of negotiated Headquarters and Area Tribal Shares in its initial lump sum payment for each year under the term of this FA.

(c) Periodic Payments. Payment of funds otherwise due to the Maniilaq Association under this Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of the Maniilaq Association by check or wire transfer.

(d) Buyback/Withholding. Maniilaq Association may carry out its responsibility to provide certain PSFAs included in this Agreement by using services or other resources of the federal government under Article V, section 22 of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to Maniilaq Association are set forth in the Buyback/Withholding Agreement between the IHS and Maniilaq Association, which is attached as Appendix E to this FA and incorporated by reference herein. The administrative surcharge provided for in section 2.2.4 of the Buyback/Withhold Agreement for FY 2017 shall be 0.285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such Agreement will be negotiated for future fiscal years annually during negotiation of this annual funding agreement.

SECTION 6 - ADJUSTMENTS.

(a) Due to Congressional Actions. The parties to this Agreement recognize that the total amount of the funding in this Agreement is subject to adjustment due to Congressional action in Appropriations Acts or other law affecting availability of funds to the IHS and the DHHS. Upon enactment of any such Act or law, the amount of funding provided to Maniilaq

Association in this Agreement shall be adjusted as necessary, after Maniilaq Association has been notified of such pending action and subject to any rights which Maniilaq may have under this Agreement, the Compact, or the law.

SECTION 7 - RECORDS. The records of Maniilaq are not to be considered federal agency records for purposes of the Freedom of Information Act, 5 U.S.C. Sec. 552, and the Privacy Act.

(a) Confidentiality of records shall be addressed as follows: Maniilaq will seek to comply with the Administrative Simplification provisions of HIPAA, including, but not limited to, privacy, security, transactions and codes sets regulations, codified as 45 C.F.R. Parts 160, 162 and 164. If a record is not subject to the requirements of HIPAA, Maniilaq will comply with Privacy Act procedures. IHS retains responsibility for HIPAA compliance for retained IHS health care component activities.

(b) Medical records generated by the Maniilaq Association shall be eligible for storage in Federal Records Centers at the Maniilaq Association's option in accordance with Section 105(o) of Title I.

(c) Maniilaq operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

SECTION 8 - PROGRAM RULES. Maniilaq Association will make a best effort to carry out the health PSFAs in this Agreement in compliance only with the following program regulations, guidelines, and directives: The Joint Commission standards.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, Maniilaq does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

SECTION 9 - RETROCESSION AND DISCONTINUANCE.

(a) Retrocession. The retrocession provisions of Section 506(f) of the Indian Self Determination and Education and Assistance Act, as amended, are herein adopted, except that the effective date of a retrocession request of the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below: Retrocession may be effective with less than one year's notice, providing the Tribe or Village requesting retrocession, Maniilaq Association and the IHS agree to an effective date of less than one year from the date of the retrocession request.

(b) Discontinuance. Maniilaq Association may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and the IHS.

(c) Withdrawal Procedures.

(1) Process. Unless otherwise prohibited by law and in accordance with § 506(g) of Title V, a tribe or tribal organization may withdraw from a participating tribal organization, fully or partially, any program, function, service or activity (or portions thereof) included in the Compact or annual funding agreement, and such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on:

(A) the earlier of (i) one year from the date of submission of such request; or (ii) the date on which the annual funding agreement expires; or

(B) such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and annual funding agreement on behalf of the withdrawing Indian tribe or tribal organization.

(2) Distribution of Funds. In accordance with Sections 503(b) and 506(g), when a tribe proposing to enter into a contract under Title I or a compact and funding agreement under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and funding agreement, and such funds shall be removed from the funding agreement of the tribal organization and awarded to the Tribe upon approval of a Title I contract or Title V compact and funding agreement. The IHS shall retain any funds removed, but not awarded in a Title I contract or Title V compact and funding agreement.

SECTION 10 - CONSOLIDATION OF CONTRACTS AND PREVIOUS ANNUAL FUNDING AGREEMENTS. The contracts listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for PSFAs, materials, and facilities provided to the Tribes represented by Maniilaq Association: Title I, P.L. 93-638 Contract Number: 243-88-0177, as modified, and Annual Funding Agreements from FY 1995-2003.

SECTION 11 - ACCESS TO TRAINING AND TECHNICAL ASSISTANCE. To the extent funds are retained by the IHS, Maniilaq Association shall have access to training, continuing education, and technical assistance in the manner and to the same extent Maniilaq Association would have received such services if it were not a Co-Signer of the Compact.

SECTION 12 - AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

(a) Form of Amendments. Except as otherwise provided by this Agreement, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through the Maniilaq Association as authorized by resolution, the Maniilaq Association, and the

United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of the Funding Agreements shall not be required.

(b) Funding Increases.

(1) Written consent of Maniilaq shall only be required for issuing amendments for those funds which:

(A) require a change to Section 3 – Tribal Programs and Budget;

(B) require a specific commitment by Maniilaq (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

(C) reduce funding other than changes in Congressional appropriations pursuant to Section 6(a).

(2) Amendments not requiring written consent may include, but are not limited to:

(A) Program/Area/HQ Mandatories;
(B) Program/Area/HQ End-of-Year Distributions;
(C) CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Maniilaq will return the unused amount to the IHS CHEF account;
(D) CHS Deferred Services;
(E) Routine Maintenance & Improvement; or
(F) Collections and reimbursements.

(3) Amendments reflecting payment of these funds shall be provided to Maniilaq after any such funds are added to the Funding Agreement. Maniilaq retains the right to reject the addition of such funds to the Funding Agreement and return the funds to the IHS.

(c) Services from IHS. Should Maniilaq Association determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from Maniilaq Association back to the IHS and the pro-rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

(d) Due to Addition of New Programs. Should Maniilaq Association determine that it wishes to provide a PSFA of the IHS not included in this FA, Maniilaq Association shall submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Maniilaq Association may submit a final offer in accordance with the Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and,

once approved by the IHS at the Alaska Area Office shall prepare within 30 days an amendment to this Agreement and the amendment shall be executed through the Area Office and added to this Agreement.

(e) Due to Availability of Additional Funding. Maniilaq Association shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursement and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Alaska Tribal Health Compact and this Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organization may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Agreement shall be amended to provide for timely payment of such new funds to Maniilaq Association. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with Maniilaq Association.

(f) Other Adjustments. Upon written authorization by Maniilaq Association and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to Maniilaq Association for the purpose of reimbursing the IHS for services or equipment provided to Maniilaq Association, to assist Maniilaq Association in carrying out the terms of the Compact and this Agreement.

(g) General Procedures for Amending or Modifying this Agreement. Amendments or modification proposed by Maniilaq Association shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under article V, section 21 of the Compact, or as provided above in paragraphs (b)-(e) of this section, a request to amend or modify this Agreement submitted by Maniilaq Association shall be processed in accordance with Sections 507(b)-(d) of Title V, and all provisions of those identified sub-sections are incorporated herein for this purpose.

SECTION 13 - THIRD PARTY RECOVERIES. Any funds recovered by the Maniilaq Association through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by the Maniilaq Association, or for such services previously provided by the IHS in a PSFA now operated by the Maniilaq Association, shall be the property of the Maniilaq Association and shall be considered program income to be utilized by the Maniilaq Association as provided in Article III, section 7 of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, section 7 of the ATHC.

SECTION 14 - MEMORANDUM OF AGREEMENT WITH MEMBER VILLAGES. Funds provided under this Funding Agreement may be allocated to and expended by a Village which is a party to this Agreement in accordance with the terms of the Compact, this Agreement and a Memorandum of Agreement ("MOA") approved by Maniilaq Association and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by

Maniilaq Association. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the Alaska Area Native Health Service Director. Maniilaq Association shall be responsible for assuring compliance by the Village with the Compact, this Agreement and the MOA. In accord with IHS Manual, Part 6, Chapter 3, Contract Support Costs, the eligible CSC costs of the tribal sub-awardee may also be included in the CSC requirement of Maniilaq when Maniilaq chooses to utilize sub-awards via a Memorandum of Agreement or other instrument, with tribes or tribal organizations.

SECTION 15 - SERVICES TO NON-BENEFICIARIES. Services may be provided to non-beneficiaries (i.e., persons who are not Alaska Native or Indians) on a fee-for-service basis in accordance with and subject to the provisions of section 813(c)(2) of the Indian Health Care Improvement Act, 25 U.S.C. § 1680c(c)(2), as amended, and the resolution of the Maniilaq Association Board of Directors. Maniilaq Association's resolution No. 10-09 authorizing the provision of such services is attached to this FA as Appendix D and is fully incorporated herein.

SECTION 16 - MEMORIALIZING DISPUTES. The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at Maniilaq's option, may be set forth in Addendum II to this funding agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This Attachment shall not be considered a part of this funding agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. Maniilaq Association does not waive any remedy the Maniilaq Association may have under the law with regard to these issues and any others not listed herein.

SECTION 17 - UTILIZATION OF FEDERAL REAL PROPERTY.

(a) As provided in Sections 105(f)(1) and 512(c) of the Indian Self-Determination and Education Assistance Act, as amended, the IHS, acting within its authority as an agency of the Government, does hereby authorize the Maniilaq Association to utilize all of the federally owned "Real Property", including all lands, building, structures, and related facilities, as evidenced by facility inventory and site plan, i.e., water system, heating plants, etc., presently owned by the U.S. Government and located at Kotzebue, Alaska, for use in connection with and under the terms, conditions, and provisions of this Funding Agreement and the Compact and any subsequent Funding Agreements and Compacts. Including:

(1) Only those buildings, structures and related facilities listed on the facility inventory of the Maniilaq Health Center which are assigned to and the responsibility of the Maniilaq Association.

(2) By entering into the compact, the Maniilaq Association does not take on any responsibility or liability in respect to the "oil" that may underlie on the property.

(b) The Maniilaq Association agrees during the performance of this Agreement and the Compact not to engage in any action or attempt to take any action, to dispose of, or attempt to

dispose of, by any means whatsoever, any of the federal real property so authorized for use in connection with the specific performance of this Agreement. Further, the Maniilaq Association will not, by any methodology, encumber or attempt to encumber any of the federal real property so authorized for use in connection with the specific performance of this or any other succeeding Funding Agreement or Compact.

SECTION 18 – FEDERAL REAL PROPERTY ASSETS.

(a) For all property assets, including facilities, managed by Maniilaq under this Funding Agreement that are federally owned, Maniilaq agrees to assist the IHS with its reporting requirements associated with Federal ownership of this property.

(1) The IHS must keep its facility condition assessment current (i.e. not more than five years old). Maniilaq agrees to collaborate with the ANTHC on scheduling and conducting facility condition assessment surveys for federally-owned facilities under Maniilaq management. The costs of these surveys will be estimated in concert with the ANTHC Maintenance and Improvement Resource Allocation Committee (MIRAC).

(2) The IHS must identify historic real property assets and ensure that the information is current. AANHS is currently working with a contractor to assess IHS real property holdings in Alaska. Maniilaq agrees to provide reasonable access to facilities. IHS will provide Maniilaq with a copy of the draft assessment and consider any comments Maniilaq may submit.

(3) The IHS must keep an accurate and current inventory of real property assets. Maniilaq agrees to provide the certification form included in Appendix F-1 annually to the AANHS for any new, replaced, or added space to a federally owned facility, or other changes in space utilization.

(4) The IHS must report Energy Data for federal facilities. Maniilaq agrees to submit to ANTHC (DEHE) energy data, as specified in Appendix F-2.

(5) For projects started before October 1, 2007, the IHS must report all capital improvements made to federal facilities which exceed $25,000. For projects starting on or after October 1, 2007, the IHS must report all capital improvements made to federal facilities which exceed $100,000. Maniilaq agrees to provide a Final Real Property Closeout Report specified in Appendix F-3 to ANTHC DEHE on each project within 120 days of its beneficial use of the facility or an interim report using Appendix F-3 without the Chief Financial Officer certification if the project is not completed for beneficial use. Maniilaq agrees to provide the applicable report by March 31st of each fiscal year.

(6) The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless Maniilaq has assumed these responsibilities under a construction project agreement in accordance with Section 509 of

Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix F-6. Where Maniilaq plans to undertake an action, as described in Appendix F-6, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and Maniilaq has not assumed these responsibilities, Maniilaq will provide the IHS with a Project Summary Document (see Appendix F-4) and a completed Environmental Information and Documentation Form (see Appendix F-5) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by Maniilaq until the IHS completes its compliance responsibilities and so advises Maniilaq with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

(7) The IHS must report on vendor's activity on federally owned or leased property. Maniilaq agrees to comply with 20 U.S.C. § 107 relating to the operation of vending facilities on federal property by blind persons.

(8) When planning to fund a construction project using non-IHS funds in a federal facility or on federally owned land, Maniilaq will notify the IHS AANHS in order to initiate the approval process.

(b) Leases. The IHS must report on its federally leased facilities. Maniilaq agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where Maniilaq has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to Maniilaq a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to Maniilaq. In administering these leases, the IHS will work with Maniilaq to ensure that each lease is in compliance with the standards referenced in the VBC lease.

(c) Maintenance and Improvement Funds. Maniilaq agrees to use maintenance and improvement funds received through this Funding Agreement in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2017-2019 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

SECTION 19 - QUARTERS MANAGEMENT.

(a) Maniilaq Direct Operation. The Maniilaq Association shall be responsible for the operation, management and maintenance of the facilities owned by the United States government and located at Kotzebue, Alaska, designated as quarters ("the quarters") in accordance with the current Maniilaq Quarters policy approved by Maniilaq.

(1) The Maniilaq Association shall be responsible for assigning all Maniilaq Association and Federal Government employees to quarters under Maniilaq Association's jurisdiction.

(2) Maniilaq Association shall be responsible for the day-to-day operations of the quarters under its jurisdiction, including but not limited to: routine maintenance and up-keep of heating systems, appliances, utilities, furnishings, grounds, and the building structure.

(3) The Maniilaq Association shall inspect quarters for damages and cleanliness upon the tenant vacating the premises to assess any damages identified as belonging to the tenant. If the quarters require cleaning and/or any tenant-assessed damage is found, the tenant shall have the opportunity to make arrangements for cleaning and repairs at tenant's expense and to the satisfaction of the Maniilaq Association.

(b) Rental Rates and Direct Collection. Maniilaq may establish rental rates and collect rents for federally owned Kotzebue quarters in compliance with section 309 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1638.

(c) Other Funding For Quarters Repair Projects. The facilities designated as quarters under subsection (a) shall remain eligible to receive improvement and repair funds to the same extent that all federally owned quarters used to house personnel in programs of the IHS are eligible to receive those funds

(d) Tax Certifications. Nothing in this Section shall be interpreted, construed, or applied to restrict the sole discretion and authority of the Maniilaq Association to issue certifications for rental deductions for income tax purposes to employees hired directly by the Maniilaq Association and to federal employees employed at the Maniilaq Health Center facilities in Kotzebue, Alaska.

(e) This Section shall not apply to any quarters that are owned by Maniilaq Association.

SECTION 20 - MEDICARE/MEDICAID REIMBURSEMENTS. The parties agree that Maniilaq may bill and collect Medicare/Medicaid reimbursements directly.

(a) Medicare & Medicaid. Maniilaq has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. Maniilaq is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1641 (previously Section 405 of such Act, as amended by P.L. 106-417) and Section 206 of such Act, 25 U.S.C §1621e, as amended.

(b) Recovery Right. Maniilaq has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

SECTION 21 - IPA/MOA SALARY FUNDS RETAINED BY THE GOVERNMENT. In accordance with Section 508(e) of Title V, Maniilaq Association has the option of utilizing federal personnel on assignment under the Intergovernmental Personnel Act ("IPA") or on Memorandum of Agreement ("MOA") detail. Both types of federal personnel will continue to be paid through the federal payroll system. Maniilaq Association will set aside and provide the necessary funding (including funds necessary to meet all special pay costs paid to IPA/MOA employees under this agreement and PCS costs associated with this agreement) to meet the payroll obligation from this specified recurring budget for the Service Unit, or for the specific portion(s) of the Service Unit's program(s), in accordance with the Withhold/Buyback provisions set forth in Appendix E of the FA. Alternatively, Maniilaq Association may pay for such costs by entering into an agreement with the IHS in accordance with Appendix E of this FA which is consistent with Article V, Section 22 of the Compact.

Maniilaq Association will provide a list of federal employees for whom IPA/MOA assignment is to be offered for the following fiscal year. Maniilaq Association and the IHS will agree at the time of negotiations upon the estimated annual payroll amount for these employees to be accepted by and assigned to Maniilaq Association.

Maniilaq Association and the IHS agree that the payroll amount can only be estimated in advance of actual expenditures. The IHS agrees to inform the Association of the actual cost incurred monthly and quarterly as provided in Appendix E. Further, the Maniilaq Association and the IHS agree that costs through August of each fiscal year will be actual costs. Costs for the month of September will be estimated based on the costs of the first eleven (11) months, as agreed by the Maniilaq Association and the Area Financial Management Branch. Maniilaq Association agrees that such payroll costs will include overtime costs and the costs of pay increases not funded by appropriations of which Maniilaq Association has been notified. Adjustments in the figures previously furnished by the IHS to Maniilaq Association based on errors or omissions shall not be made without the written consent of the Corporation. Any funds retained by the IHS in excess of those needed to pay such adjusted and reconciled IPA/MOA salary costs will be made available to Maniilaq Association in a manner consistent with Appendix E. If such adjustments and reconciliations determine that the funding retained to meet the federal payroll is deficient, then Maniilaq Association agrees to provide additional funds to meet the IPA/MOA salary obligations for the subject employee in a manner consistent with Appendix E.

Transfer of funds to Maniilaq Association for federal employees who leave their IPA/MOA assignment will be handled in accordance with Indian Self-Determination Memorandum 82-1 as amended on September 19, 1985. Transfer of additional funds for the Maniilaq Association to the IHS, for additional or higher cost Commissioned Officers assigned to the Contractor in newly requested or presently encumbered positions, will also be handled on an adjustment basis.

Maniilaq Association or its authorized agent shall be provided with all relevant records and documents in order to determine that the IPA/MOA charges have been correctly estimated and reflected in all adjustments and reconciliations.

SECTION 22 – UTILIZATION OF IHS RECRUITMENT WEBSITE.

(a) Beginning in FY 2016, Maniilaq agrees to retrocede 50% of its tribal shares for line item 124 to the Indian Health Service in exchange for the Maniilaq Association being able to fully access and utilize the recruitment website www.ihs.gov/jobs.
(b) Maniilaq Association understands and agrees that access to and use of the website is conditioned upon the following:

- Maniilaq must meet the Information Technology (IT) security requirements for all users of the IHS IT systems before access to the system will be authorized.
- A single point of contact for Maniilaq will be responsible for posting health professions vacancies. The Maniilaq human resources department or a specified designee will post health care professional jobs using the ihs.gov/jobs job announcement templates (health professions postings only).
- Maniilaq will need to assure the accuracy of its health care professional vacancy posts by reviewing postings at least quarterly and updating or removing outdated job postings.
- This agreement is only for health care professional job postings on ihs.gov/jobs and does not authorize posting on external job boards.

SECTION 23 – SEVERABILITY.

This Agreement shall not be considered invalid, void or voidable if any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

SECTION 24 - INTELLECTUAL PROPERTY. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR § 74.36 and 45 CFR § 92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PFSAs assumed by Maniilaq under this and previous funding agreements and contracts Maniilaq has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

SECTION 25 – LICENSURE. In accordance with section 134 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1616q, licensed Maniilaq health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

SECTION 26 – PURCHASE OF HEALTH COVERAGE. Maniilaq may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

SECTION 27 – LICENSING AND FEES. In accordance with section 124 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1616q, employees of the Maniilaq Association health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

SECTION 28 - EFFECTIVE DATE AND DURATION. This Funding Agreement is effective on October 1, 2016, and will remain in effect through the 2019 federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 of the Compact.

UNITED STATES OF AMERICA, SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____
Director, Indian Health Service

Date: 03/18/2019

MANIILAQ ASSOCIATION
on Behalf of Itself and Certain Alaska Native Tribes Identified in Exhibit A.

By: _____
Tim Gilbert, President/CEO

Date: September 29, 2018

Maniilaq Association

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2017

Tribal Share Summary Maniilaq Association	FY 2017 Negotiated Amount	MANIILAQ Restricted	Total Due MANIILAQ	Initial Lump Sum Payment
Area TS Amount	$799,976	$46,417	$753,559	$753,559
	0		0	0
Subtotal Area TS Amount	$799,976	$46,417	$753,559	$753,559
Headquarters TSA Amount	$609,670	$69,879	$539,792	$539,792
Headquarters Other Program Formula (OEHE)	$11,194	$5,352	$5,842	$5,842
Subtotal Headquarters TS amounts	$620,864	$75,231	$545,634	$545,634
Total Tribal Shares	$1,420,840	$121,647	$1,299,193	$1,299,193

Driving Variables Maniilaq Association	FY 2017
Population (2010 Census AN/AI population)	7179
Tribes (Federally Recognized Tribes)	12
Recurring Base - FY 2013 (less VBC)	$27,156,426
Percentage of Total Area TS (of all Alaska Tribes)	6.15703%
Percentage of ATHC (of all Title V Alaska Tribes)	6.23335%
Number of MOA employees	4
Number of IPA employees	0

Individually Restricted Items Maniilaq Association	FY 2017
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	YES
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares
Maniilaq Association

Line #	FY 2017 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	MANIILAQ AK Dist.	MANIILAQ Retained	MANIILAQ Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	#########	$0		$0	$11,445,624	$704,710		$704,710
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,188,441	$2,442,960	$676,132	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,655,763	$185,820	$191,716	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$95,000	$0	$95,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,763	$54,720	$230,375	$203,668	$0	$0		$0
8	Human Resources	$848,841	$210,962	$355,711	$282,168	$0	$0		$0
9	Human Resources (ANMC) fund	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTH(	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$31,903	$31,903	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$12,122		$12,122
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$12,015	*$12,015*	$0
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	#########	$2,894,462	$1,567,934	$9,148,927	$910,176	$56,040	$43,918	$12,122
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-(I	$5,933,505	$244,466		$5,127,476	$561,563	$34,576		$34,576
22	Real Property/Realty (FSA)	$147,819	$92,682		$14,547	$40,590	$2,499	$2,499	$0
23	Health Facilities/Main./ Spec. Prc	$1,365,811	$114,204		$1,216,669	$34,938	$2,151		$2,151
24	Subtotal OEHE	$7,447,135	$451,352	$0	$6,358,692	$637,091	$39,226	$2,499	$36,727
25	**TOTAL AREA OFFICE**	#########	$3,345,814	$1,567,934	$15,507,619	$12,992,891	$799,976	$46,417	$753,559

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY16 changes allocated to TS, Residual, & Transitional as of 5.16. In FY 2017 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2017 Area approved residual budgets.

Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring ba:

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2017 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY17 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).

Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).

All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of s

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Maniilaq Association

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2017 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares MANIILAQ Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$3,917,812	457,600	End of year funds to be dist. on AK TSA formula		
	104	Inter-Agency Agreements	x			$0	137,044	$8,542	$0	$8,542
	105	Management Initiatives		x		$2,028,923	236,978	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$97,638	11,101	$692	$692	$0
	107	H.P./D.P. Initiatives	x	x		$3,445,414	198,418	$12,368	$0	$12,368
	110	N.E.C.I.	x			$1,097,215	122,974	$7,665	$0	$7,665
	111	Nurse Initiatives	x			$1,271,513	139,126	$8,672	$0	$8,672
	112	Nursing Co-steps	x			$640,399	71,765	$4,473	$0	$4,473
	113	Chief Clinical Consultant	x			$274,663	30,786	$1,919	$0	$1,919
	115	Emer. Medical Svcs	x			$460,729	41,575	$2,592	$0	$2,592
	117	Traditional Advocacy Prog.	x			$99,618	11,164	$696	$0	$696
	118	Research Projects	x			$1,267,626	141,346	$8,811	$0	$8,811
	119	A.A.I.P. Contract	x			$26,473	2,965	$185	$0	$185
	120	Clinical Support Center-Phoenix	x			$1,720,085	202,005	$12,592	$1,932	$10,659
	121	Co-steps Non-physicians	x			$80,744	9,036	$563	$0	$563
	123	Physician Residency	x			$273,702	30,677	$1,912	$0	$1,912
	124	Recruitment/Retention	x			$2,034,533	228,030	$14,214	$0	$14,214
	125	U.S.U.H.S., etc.	x			$3,030,199	339,637	$21,171	$0	$21,171
	126	DIR Support Fund	x			$24,675,281	2,736,264	$170,561	$47,416	$123,145
	127	Evaluation	x			$1,052,827	118,020	$7,357	$0	$7,357
	128	National Indian Health Board	x			$454,680	50,617	$3,155	$0	$3,155
	129	Albq./HQ Administration	x			$882,548	111,567	$6,954	$0	$6,954
	130	Nutrition Training Center	x			$341,720	41,402	$2,581	$0	$2,581
	131	Diabetes Program- Albq./HQ	x			$1,275,948	149,048	$9,291	$0	$9,291
	132	Cancer Prevention- Albq./HQ	x			$709,642	83,423	$5,200	$0	$5,200
	133	Health Records	x			$134,961	11,927	$743	$0	$743
	134	AIDS Program	x			$418,887	78,061	$4,866	$0	$4,866
	135	Handicapped Children	x			$342,682	40,374	$2,517	$0	$2,517
	137	National OIT Sup.- Albq./HQ	x			$8,212,425	916,996	$57,160	$15,890	$41,269
Dental Health										
	201	IHS Dental Program	x			$2,439,917	291,444	$18,167	$0	$18,167
	202	IHS Dental Program- Program formula		x		$5,152,515		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			$1,498,497	169,300	$10,553	$0	$10,553
	302	C.M.I. Grants	x			$616,920	68,859	$4,292	$0	$4,292
	303	National Conference	x			$105,602	11,773	$734	$0	$734
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			$2,928,199	480,457	$29,949	$0	$29,949
	402	Collaborative Initiatives	x			$789,994	45,135	$2,813	$0	$2,813

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Maniilaq Association

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2017 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares MANIILAQ Eligible shares *Column 3*	Co - Signer 0% Retained *Column 4*	Co - Signer 0 Due *Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		$8,206,272	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,218,110	344,168	$21,453	$0	$21,453
Public Health Nursing										
	601	Preventive Health Initiatives	x			$923,990	100,227	$6,247	$0	$6,247
	602	Preventive H. Init. - Prog. Formula		x		$2,351,667		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			$1,115,522	125,737	$7,838	$0	$7,838
CHR										
	801	IHS CHR Program	x			$2,322,506	257,887	$16,075	$0	$16,075
Direct Operations										
	1301	Direct Operations	x			$13,605,050	1,530,257	$95,386	$0	$95,386
	1301a	Direct Operations- OIT	x			$2,668,933	300,194	$18,712	$3,948	$14,764
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		$2,289,337	$331,334	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,562,461	$200,296	$5,842	$0	$5,842
	2403	Facilities & Property Support		x		$2,246,378	$160,949	$438	$438	$0
	2404	Facilities Engineering Support		x		$1,334,526	$0	$0	$0	$0
	2405	Engineering Services Support		x		$473,919	$102,153	$4,914	$4,914	$0
TOTAL TSA AMOUNT						$86,555,392	$9,780,786	$609,670	$69,879	$539,792
TOTAL PROGRAM FORMULA AMOUNT						$29,563,810	$1,489,311	11,194	$5,352	$5,842
TOTAL HEADQUARTERS TRIBAL SHARE						$116,119,202	$11,270,097	$620,864	$75,231	$545,634

Column 1 - All numbers are based on FY 2016 appropriations and taken from final negotiation tables (table 4), dated 6/13/16 (received from IHS Octol
Column 2 -All numbers are based on FY 2016 appropriations and taken from final negotiation tables (table 4), dated 6/13/16 (received from IHS Octob
Includes Chickaloon, Knik and All Alaska HQE TS.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provic
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2015 will be ad
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution me
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution me
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Maniilaq Association** **58G950028**

Contract/Compact Period October 1, 2016 through September 30, 2017

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.061570262		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$18,974,606		$190,799	$311,520	($251,695)	$19,225,230
2	Dental	$3,330,565		$12,353	$18,167	$0	$3,361,085
3	Mental Health	$235,872		$76,902	$15,579		$328,353
4	Alcohol & Substance Abuse	$817,419		$50,711	$32,762		$900,892
5	Public Health Nursing	$109,312		$7,252	$6,247		$122,812
6	Health Education	$3,485		$14,994	$7,838		$26,317
7	Community Health Representativ	$329,398		$5,421	$16,075		$350,894
8	Immunization (AK only)	$6,134		$20,308	$0	$0	$26,442
9	Direct Operations	$36,192		$253,089	$110,150		$399,431
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$23,842,983	$0	$631,828	$518,338	($251,695)	$24,741,454
15	Purchased/Referred Care	$1,647,121		$85,005	$21,453		$1,753,579
16	Environmental Health Support	$75,033		$34,576		$0	$109,609
17	Facilities Support	$33,186		$2,151			$35,337
18	OEHE Support	$0			$5,842		$5,842
19	Maintenance & Improvement	$0	$691,044		$0		$691,044
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$95,182				$95,182
23	TOTAL, Facilities	$108,219	$786,227	$36,727	$5,842	$0	$937,014
24	Current year CSC Direct	$2,637,136					$2,637,136
25	Current year CSC Indirect	$0	$14,254,235				$14,254,235
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$2,637,136	$14,254,235	$0	$0	$0	$16,891,371
29	Quarters	$0					$0
30	Contract Health Services (Prior Y	$0					$0
31	Indian Health Facilities (Prior Ye	$0					$0
32	Others	$0					
33	TOTAL, Other	$0		$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$28,235,459**	**$15,040,462**	**$753,559**	**$545,634**	**($251,695)**	**$44,323,418**

Footnotes:

The FA program funding amount in column 1 and 2 are as of ORD no.7 dated 10/19/2016

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in accc with Sec. 4 of the FA.

Maniilaq Association
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, **No** (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" servi **Yes** (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated Costs		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	see Footnotes
H & C						
IPA/MOA personnel costs	$710,450	$11,600	$2,025	$724,075	$60,340	$241,358
Supply Service Center			$0	$0	$0	$0
Village Clinic Leases	$30,921		$88	$31,009	$2,584	$10,336
SUBTOTAL H & C	$741,371	$11,600	$2,113	$755,084	$62,924	$251,695
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs	$0		$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL ENVIRONMENTAL HI	$0	$0	$0	$0	$0	$0
Withhold Total	**$741,371**	**$11,600**	**$2,113**	**$755,084**	**$62,924**	**$251,695**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 months is wit

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (see Section 2.3.2.3 of Buyback Agreem

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .28

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO MANIILAQ ASSOCIATION FOR FYS 2017-2019

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of the Maniilaq Association (Maniilaq) under its multi-year Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Maniilaq's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FYs 2017-2019, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Maniilaq to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties,

statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Maniilaq or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse;
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations;
    d. Review and validate Alaska active user populations;

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations;

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities;

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors;

h. Publish the *Alaska Area Profile*;

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter;

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors;

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process; and

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L.93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office. (Surcharge funded services are also provided as needed and are noted with an asterisk (*))	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including those in support of Tribally managed programs.
2. Maintain or develop Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.
4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.
5. Provide assistance to tribally managed facilities in acquiring excess federal property.*
6. Maintain the federal property inventory process including excess and disposal.
7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.
8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.*
9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.
10. Provide technical assistance to Tribally managed facilities on procurement issues.
11. Maintain the federal credit card program.
12. Privacy Act and Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $44 million).

c. Directly allocate IHS resources (currently approximately $15 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. Realty: PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 490 federal (includes 190 IPA & 300 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations

and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician' s Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 430 federal employees employed either directly or through Civil Service IPAs (130) or Commissioned Corps MOAs (300):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit

programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 300 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations.
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 14 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

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3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

3. Analyze and negotiate Contract Support Costs (CSC) for startup and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2012, the Alaska Area received in excess of $5.1 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director,
Alaska Area Native Health Service, IHS

Date: 03/18/2019

Maniilaq Association
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____
Tim Gilbert, President/CEO

Date: September 29, 2018

APPENDIX C
Maniilaq Association
Information Services List

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (200) conversion			X

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

Maniilaq Association

P.O. Box 256
Kotzebue, Alaska 99752
(907) 442-3311

MANIILAQ ASSOCIATION

RESOLUTION NUMBER 10-09

WHEREAS, the Maniilaq Association (Maniilaq) is a tribal organization that is a Co-Signer of the Alaska Tribal Health Compact (ATHC) and has negotiated a Funding Agreement (FA) with the Indian Health Services (IHS) under Title V of the Self-Determination Education and Assistance Act (ISDEAA); and

WHEREAS, the ATHC authorizes Co-Signers to provide services to non-eligible individuals provided Section 813 of the Indian Health Care Improvement Act (IHCIA) is complied with. *See* ATHC Article III, Section 4. Section 813, as amended at 25 U.S.C. § 1680c(c)(2), provides that a tribe or tribal organization which operates a health facility under an ISDEAA agreement may make its own determination whether to provide health services to persons not otherwise eligible (i.e. non-beneficiaries) to receive IHS-funded health services. Maniilaq's FA also provides a similar provision. *See* FA Section 15.

WHEREAS, Maniilaq is authorized to determine whether it will provide health services under its IHS-funded programs to persons who are not eligible beneficiaries under federal law, provided that Maniilaq gives consideration to whether the provision of such services will result in a denial or diminution of health services to eligible beneficiaries; and

WHEREAS, Maniilaq has determined that the provision of health services on a fee-for-service basis to non-beneficiaries, in an amount not less than the actual costs of providing such services, will not result in a denial or diminution of health services to beneficiaries.

NOW THEREFORE, BE IT RESOLVED, that Maniilaq has decided to extend all available health services under the ATHC and its FAs to non-beneficiaries on a fee-for-service basis.

BE IT FURTHER RESOLVED, that whenever significant evidence is presented to Maniilaq that services to non-eligible, non-beneficiaries have resulted in a denial or diminution of health services to beneficiaries, Maniilaq may suspend the delivery of such services to non-beneficiaries.

DATED this 10th day of July, 2010.

Maniilaq Association

Sandy Strager Beaver ~~Louie Commack~~, Chairman

CERTIFICATION

The above Resolution was passed at a regular meeting of the Maniilaq Association Board held _____ at Ferguson Building at which a quorum was present. 12 FOR, ___ AGAINST, ___ ABSTAIN.

Ian Erlich, President/CEO

Attest: Rachel Ahrens

Rachel Ahrens, General Counsel

Appendix E
Buyback/Withhold Agreement
between
the Indian Health Service
and
Maniilaq Association

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Maniilaq Association and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), Maniilaq Association has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by Maniilaq Association on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to Maniilaq Association shall be determined under section 2 below. Maniilaq Association's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. Maniilaq Association may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, Maniilaq Association may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by Maniilaq Association.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to Maniilaq Association.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services Maniilaq Association proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent Maniilaq Association from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by Maniilaq Association and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by Maniilaq Association.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to Maniilaq Association under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing services to Maniilaq Association.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of Maniilaq Association. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by Maniilaq Association and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. Maniilaq Association assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by Maniilaq Association shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of Maniilaq Association.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by Maniilaq Association under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The Maniilaq Association is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. Maniilaq Association agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be

reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged Maniilaq Association for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to Maniilaq Association of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by Maniilaq Association authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services Maniilaq Association proposes to purchase from the IHS. In such case, no monthly payments are due from Maniilaq Association . Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to Maniilaq Association and adjustments in the amount of withhold or payments needed to pay for all services Maniilaq Association has purchased, or proposes to purchase, will be made to the IHS by Maniilaq Association. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount Maniilaq Association hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by

12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount Maniilaq Association hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to Maniilaq Association of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from Maniilaq Association for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to Maniilaq Association due to Congress authorizing continuing resolutions or other delays in making lump sum payments to Maniilaq Association.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to Maniilaq Association within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and Maniilaq Association will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be

adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to Maniilaq Association, any over recovery by the IHS must be returned to Maniilaq Association and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by Maniilaq Association.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from Maniilaq Association.

3.4 Use of Other Funds Due Maniilaq Association to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to Maniilaq Association, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of Maniilaq Association's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to Maniilaq Association under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by Maniilaq Association under this Agreement in a manner agreeable to Maniilaq Association and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, Maniilaq Association may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in

such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. Maniilaq Association shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 1/22/08

Maniilaq Association
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Helen Bolen, President
Maniilaq Association

Date: 1/18/08

APPENDICES F1, F2, F3

FEDERAL REAL PROPERTY ASSETS

10)	Briefly describe below the health services provided under the PL 93-638 contract:

Checklist of certifications to attach for space proposed to be added into the M&I/E Inventory.

	BUILDING CODES and STRUCTURAL Attach Certificate of Occupancy or other evidence of meeting national building codes, satisfactory structural condition, and safety standards.	Cost to bring to Standard:	$
	SEISMIC (EARTHQUAKE) Attach seismic survey if applicable; Otherwise, provide basis for exemption..	Cost to bring to Standard:	$
	ENVIRONMENTAL Attach environmental assessment, Including of land. .	Cost to bring to Standard:	$
	AS-BUILT SCALE DRAWING Attach as-built scaled drawing. Use metric units and scale.	Cost to bring to Standard:	$

Certified by:	Date:
Mailing Address:	
Phone with area code:	FAX number
E-mail address:	

For replacements and additions, identify existing building below.

11)	Identification of existing building which is being replaced or being added on to. (name, number, etc).	
12)	Location of existing building (city, state, etc).	

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE: April 15, 2005

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, *"Project Name"*
FINAL REAL PROPERTY CLOSEOUT REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Final Real Property Project Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. **Project Summary**

This project requested M&I funding to renovate the Kanakanak Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. **Space Allocation**

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. **Appropriations (Total Revenue)**

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

CHIEF FINANCIAL OFFICER CERTIFICATION:

"I certify that the capitalized and expenses amounts for this final report were extracted from the attached General Ledger Summary. A successful independent audit of the organization was conducted in accordance with the Single Audit Act for the period in which the project was awarded and funded improvements completed. This information will enable the Indian Health Service to carry out its responsibilities under the Chief Financial Officers Act for reporting capital improvements made to federal facilities."

_____ Date: _____

Type Name of Chief Financial Officer
Type Name of Tribe/Tribal Organization

APPENDIX F-4

PROJECT SUMMARY DOCUMENT

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

APPENDIX F-6

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow Maniilaq and IHS to resolve them early.

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 60 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects as categorically excluded.

Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are untaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 85 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 29, 1992.

Michael E. Lincoln,

Deputy Director.

[FR Doc. 93-173 Filed 1-5-93; 8:45 am]

BILLING CODE 4160-15-M

Maniilaq Association Funding Agreement – Appendix G
Fiscal Years 2017-2019

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Maniilaq Association owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAS that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Kotzebue	Frank R. Ferguson Building	Sec. 3 (1)(i)(iii);(2)(i)(ii)(xxi)
Kotzebue	Utuqqunaat Inaat	Sec. 3(1)(i)(ii)(iii)(2)(xviii)(xix)(xx)
Kotzebue	Tupqich	Sec. 3(2)(xix)
Ambler	Ambler Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Buckland	Buckland Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Deering	Deering Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Kiana	Kiana Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Kivalina	Kivalina Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Kivalina	Old Kivalina Friends Church	Sec. 3 (2)(ii)
Kobuk	Kobuk Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Noatak	Noatak Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Noorvik	Noorvik Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Point Hope	Point Hope Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)

APPENDIX G

Maniilaq Association Funding Agreement – Appendix G
Fiscal Years 2017-2019

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Selawik	Selawik Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Shungnak	Shungnak Health Clinic	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Kotzebue	Maniilaq Health Center	Sec. 3 (1)(i)(ii)(iii)(2)(i)(ii)(iii)(iv)(v)(vi)(vii)(viii)(ix)(x)(xi)(xii)(xiv)(xv)(xvi)(xvii)(xxv)(xxvi)
Kotzebue	Lake Street House	Sec. 3(2)(ii)(xix)
Kotzebue	Putyuk Children's House	Sec. 3 (2)(xxiii)
Kotzebue	Extended Facilities Maintenance	Sec. 3(1)(iii)(2)(xiv)
Kotzebue	Women's Crisis Center	Sec. 3 (2)(xxiii)
Kotzebue	Maniilaq Health Center Maintenance Garage	Sec. 3(1)(iii)(2)(xiv)
Kotzebue	Activity Center	Sec. 3 (2)(v)(x)(xvi)
Kotzebue	Quarters	Sec. 3 (1)(iii) Sec. 19
Kotzebue	Information Technology Facility	Sec. 3 (1)(iii)
Kotzebue	KIC Eskimo Building	Sec. 3(2) (v) (viii) (x)
Kotzebue	Sikkagruk (Old Court House)	Sec. 3 (vii)(xii)(xxiii)
Kotzebue	Vehicle Maintenance Shop	Sec. 3(1)(iii)(2)(xiv)
Kotzebue	Child Advocacy Center	Sec. 3(a) Sec. 3(2)(xxvii)

ADDENDUM I

MEMORIALIZATION OF HISTORICAL LEVEL OF PFSAs PROVIDED BY ANMC AND AANHS

The Alaska Native Medical Center (ANMC) will continue, subject to available appropriations, to provide the services and functions which have historically been provided to the Maniilaq Association when operating under a Title I P.L. 93-638 contract. This is to include, but is not limited to, accepting all referrals of Alaska Natives from the Maniilaq Health Center, providing specialty care field clinics, consultation to Maniilaq Association physicians, pathology, radiology, and laboratory support, medivac support for emergencies, patient travel support for Maniilaq Association patients returning home from treatment at the Alaska Native Medical Center, temporary assistance for lab, x-ray and other professional support personnel, and other services. The Alaska Native medical Center Emergency Medical Services program will also continue to provide specialized training such as Advanced Cardiac Life Support, Advanced Trauma Life Support, etc. The Alaska Area immunization program will continue to provide vaccines for Hepatitis A, Hepatitis B, Hemophilus Influenza B and other vaccines without charge to Maniilaq Association in a manner consistent with past practices, provided that this service may be discontinued by the IHS if the State of Alaska assumes these responsibilities.

The Alaska Area Office will continue to provide, without charge to the Maniilaq Association services which will include, but not be limited to: Pap smear, Chlamydia, GC, hepatitis testing, pathology services and related GYN laboratory test services, Commissioned Corps recruitment assistance including transportation costs of the Area Recruitment Officer to and from Kotzebue, any applicable documentation, award information for Commissioned Officer promotions and career counseling for officers desiring long term affiliation with the IHS, engineering services inclusive of maintenance and improvement for Federal facilities and projects, Division of Supply Service Center services and Office of Environmental Health Services. Additionally, the IHS will continue to accept and include Maniilaq Association statistical data such as user population, workload data, etc. Until such time as Maniilaq is able to bill and collect Medicare & Medicaid directly, IHS will continue to distribute Medicaid and Medicare payments to Maniilaq Association of all amounts earned by Maniilaq Association. IHS will provide remote access to the IHS Network through maintaining a wide area network with common download to the gateway or access point in Anchorage. These services are funded by resources identified as tribally restricted in Appendix A.

The IHS shall continue to process RPMS core data, and accept core data from non-PRMS sites provided it is transferred on standard formatted media (such as ASCII text, dBASE, Lotus, Excel). This processing shall include patient registration data, statistical workload data and contract health data. The IHS shall continue to provide and maintain the IHSNET. This shall include LAN and WAN support, Network design and planning, IHS-wide E-mail, vendor control support, network security, Internet access, telemedicine and teleradiology planning and budgeting. The IHS shall also distribute

additional IP addresses when requested by the Maniilaq Association. The IHS shall continue to support all ANMC and Alaska Area Native Health Service office RPMS hardware, including maintenance contracts and licenses. Confidentiality of patient records shall be maintained in accordance with procedures set forth in the Federal Privacy Act of 1974, 5 U.S.C. § 552(a).

ADDENDUM II
MANIILAQ ASSOCIATION
MEMORIALIZATION OF MATTERS REMAINING IN DISPUTE

(1) Maniilaq does not agree with the IHS' position that Area Office tribal shares are not available for inclusion in FY 2010 because of Section 325, P.L. 105-83. Maniilaq believes it has the right to include such tribal shares in its FY 2010 annual funding agreements notwithstanding Section 325. Maniilaq reserves any remedies it may have under law.

(2) During the FY 2001 negotiations all Co-Signers requested a clause be included in each FA to make clear that insurance obtained by Co-Signers does not insure by implication or otherwise the United States against any judgment or other cost incurred as a result of the defense of a claim against the Co-Signer under the Federal Tort Claims Act unless expressly so provided in such insurance policies. The IHS took the position that it would need clearance from the Department of Justice in order to include this clause in an FA. The Maniilaq Tribal Consortium believes that the clause merely states what is quite clearly the effect of current law, that it is only needed because of the demand made upon another Co-Signer by the U.S. Attorney for the District of Anchorage based on the theory that when tribes or tribal organizations protected by the Federal Tort Claims Act against claims arising out of the performance of ISDEAA agreements obtain insurance coverage the policies by implication insure the United States. Since this theory defeats the purposes of the extension of the FTCA to tribes and tribal organizations under the ISDEAA, and is clearly inconsistent both with the plain language of present law and the Congressional intent, it is imperative that the United States and the tribes reach agreement on this matter, if possible without costly and time consuming disputes or litigation. While to date this matter has not been fully resolved, Maniilaq appreciates the commitment made by IHS and the HHS Office of General Counsel to resolve this matter with the Department of Justice at an early date and obtain clearance to include the requested clause in its FA. Maniilaq reserves the right to exercise any available remedy to resolve this matter if the efforts of IHS and the Office of General Counsel are not successful.

FUNDING AGREEMENT

BETWEEN

MOUNT SANFORD TRIBAL CONSORTIUM

AND

THE SECRETARY OF HEALTH AND HUMAN SERVICES

FYs 2021-2023

FUNDING AGREEMENT
BETWEEN
THE CHEESH-NA-TRIBE
SERVED BY THE
MOUNT SANFORD TRIBAL CONSORTIUM
AND THE
SECRETARY OF THE DEPARTMENT OF HEALTH & HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2021-2023

This Funding Agreement is entered into by and between the Cheesh-Na Tribe served by the Mount Sanford Tribal Consortium and the Secretary of the Department of Health and Human Services. Cheesh-Na Tribe has authorized the Mount Sanford Tribal Consortium to be responsible for and carry out the terms of this Funding Agreement on its behalf.

SECTION 1 - OBLIGATIONS OF THE INDIAN HEALTH SERVICE.

(a) Under the authority of section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities ("PSFAs") of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's funding agreement ("FA"). IHS shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its responsibilities as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act ("ISDEAA"), and other applicable provisions of federal law.

This Funding Agreement ("Agreement") obligates the Indian Health Service ("IHS") to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact ("Compact") between the Mount Sanford Tribal Consortium ("MSTC") and certain other Co-Signers thereof and the United States during the term of this Agreement. To the extent funds are retained by the IHS, MSTC shall have access to training, continuing education, and technical assistance in the manner and to the same extent MSTC would have received such services if it were not a Co-Signer of the Compact.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, the IHS will agree to continue to make available to MSTC, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by the IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of the IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of the Area Office of the Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and MSTC will not be denied access to, or services from, Headquarters. Specifically, the MSTC will receive the following services from the IHS Headquarters:

(1) Information Services.

(A) Information Services. The Indian Health Service will provide the full range of Office of Information Technology (OIT) national support to the ANTHC and ANMC. OIT will provide specified services directly to MSTC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve MSTC's technical issue, OIT's support of MSTC will include technical support needed on-site by MSTC. A list of the services due under this paragraph, with identification of the method of delivery, is attached at Appendix D, which is fully incorporated herein.

(b) MSTC has historically received certain PSFAs from the ANMC and the AANHS. Responsibility for these PSFAs has been transferred to the ANTHC and SCF.

(c) To the extent funds are retained by the IHS, Co-Signer shall have access to training, continuing education, and technical assistance in the manner and to the same extent Co-Signer would have received such services if it were not a Self-Governance Co-Signer.

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[1] All references to Appendix A and Appendix B in this Agreement are to the Appendix for the applicable funding year.

SECTION 2 - OBLIGATIONS OF MSTC. The Agreement obligates MSTC to be responsible for and to provide health PSFAs, identified in Section 3, utilizing the resources transferred under this Agreement and other funds as they may become available to MSTC. See Appendix A. This Agreement further authorizes MSTC to consolidate and redesign PSFAs as provided in the ISDEAA, as amended, and the Compact. MSTC is obligated to seek third party reimbursements as provided by federal law and is payor of last resort.

SECTION 3 - TRIBAL PROGRAMS AND BUDGET. MSTC agrees to provide and be responsible for the health PSFAs identified below in accordance with the Compact and this Agreement. For the purposes of this Agreement, the MSTC's General Budget Categories consolidate related health PSFAs.

MSTC agrees to provide health care services to the Alaska Native and American Indian beneficiaries in its geographic service area. Services will be provided to non-beneficiaries (i.e., persons who are not Alaska Native or Indian) on a fee-for-service basis in accordance with and subject to the provisions of section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c(c)(2).

(a) Health PSFAs

(1) Primary Care. MSTC is committed to provide clinic based primary care services on a regularly scheduled basis at the Chistochina Clinic. These services may be provided by a Nurse Practitioner.

(2) Community Health Aide Program. MSTC is committed to provide emergency medical care and emergency clinic/community health care including dental services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board with Community Health Aide/Practitioner funded staff. This will include episodic care, health surveillance, patient advocacy, health education, and reporting.

(3) Purchased/Referred Care. MSTC is committed to purchasing the best medical and dental health care available subject to funding limitations imposed, to meet inpatient and outpatient needs on a contractual and or open market basis. Such care will include, to the extent funds are available, audiology and optometry.

(4) Emergency Medical Services. MSTC is committed to providing training coordination for the first responders and an organized emergency medical system.

(5) Community Health Representative. MSTC is committed to provide Village based services to determine health needs, improve health knowledge and promote healthy lifestyles and practices, provide advocacy service and provide administrative services. This program will also include the training of Community Health Aides.

(6) Mental/Behavioral Health. MSTC is committed to provide services to address family, child, and adolescent and community mental health problems, subject to funding limitations.

(7) Alcohol and Drug Abuse. MSTC is committed to provide services to reduce substance abuse and associated problems through outpatient services, prevention/education services, referral services, transitional/residential care services, outreach services, traditional healing and community involvement, subject to funding limitations and those additional limitations set forth in 25 U.S.C. § 1680u.

(8) Epidemiology. MSTC provides funds to the Alaska Native Tribal Health Consortium– Epidemiology Center to perform Epidemiology functions on behalf of the Tribe.

(9) Prenatal Support Services. MSTC is committed to reducing the rate of Fetal Alcohol Spectrum Disorders in the Native population in the MSTC service area through early identification of pregnant Native women living in the MSTC service area at risk for delivering a FASD affected child.

(10) Diabetes Prevention Program. MSTC will provide primary, secondary and tertiary prevention services including Diabetes education, screening, clinical follow-up and case management services.

(11) Telemedicine. MSTC may provide Telemedicine services under this Agreement.

(12) Patient Travel. In connection with its performance of all PSFAs described above and in conjunction with existing ASU Services, MSTC may also provide , subject to funding limitations, patient travel services (including adult escort, health professional and other escort as MSTC deems appropriate, and emergency medevac and non-emergency air transportation services where ground transportation is not feasible, and transportation by private vehicle where no other means is available, including specially-equipped vehicle ambulance), in any case which an authorized MSTC employee or medical provider deems such mode of transportation necessary. MSTC may provide the above described patient transportation services in accordance with section 213 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621*l*.

(13) Dental Services. Dental services may be provided by CHA/Ps under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

(14) Administrative and Management Services. MSTC will provide policy guidance as well as administrative and management oversight services for all health PFSAs described in this Agreement; will ensure that MSTC's mission, policies and other responsibilities aimed at carrying out the Compact and this agreement are carried out; and will assure compliance with the Compact and this FA. MSTC will also plan for and

implement an Electronic Health Record System. MSTC will also provide child development services.

(15) Housing. MSTC will provide housing units for staff.

(16) Complementary and Alternative Medicine. Complementary and alternative medicine (CAM) patient care services, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition may be provided following a referral from a primary care provider (defined as MD, DO, DDS, DMD, PA, ANP or CHA), and, for those facilities with an organized medical staff mechanism, if the CAM providers are credentialed and privileged as required by the facility's accrediting or certifying body for the specific patient care services. Such services shall include, for example, acupuncture, massage therapy and chiropractic services.

(17) Radiology. MSTC may provide radiographic services within its facilities for the purpose of diagnosis and treatment. Community Health Aides, Nurse Practitioners, and other trained personnel will operate equipment on orders from physician or within their scope of practice.

(18) Nutrition Services. MSTC will provide nutrition services, including nutrition education and counseling, supplement recommendations, exercise counseling, nutrition evaluation, diabetes prevention and wellness for elders.

(19) Non IHS-Funding. MSTC will complement and supplement the PSFAs described in Section 3 with funding from sources other than the IHS through this FA, subject to the availability of funds from such other funding sources. Consistent with Article III, Sections 5, 6 and 7 of the Compact, non-IHS funds will be added to or merged with funds provided by the IHS through this FA to administer PSFAs.

(20) Other Programs/Services Funded. This funding agreement includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 of the Compact.

MSTC agrees to administer any new health care programs funded during the term of this FA identified in the Indian Health Care Improvement Act and any new health care program resulting from the reallocation of funds and redesign of programs during the term of this FA in accordance with the terms of the Compact.

(b) FTCA. The Federal Tort Claims Act applies to MSTC's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the ISDEAA and Section 314 of Pub.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210. There is no

requirement that MSTC purchase liability insurance to protect or indemnify the federal government. Whether the Federal Tort Claims Act applies in any particular case is decided on an individual case-by-case basis, first by the Department of Justice and subsequently by the federal courts. MSTC may purchase liability insurance supplemental to FTCA coverage which is an allowable cost under this Funding Agreement.

(c) Tribal Facilities and Locations. MSTC operates the programs described in this Agreement out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix C, which is fully incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

SECTION 4 - AMOUNTS AVAILABLE DURING THE TERM OF THIS FUNDING AGREEMENT.

(a) The following amounts shall be available to MSTC pursuant to the Compact and Title V of the ISDEAA, as amended, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I.[2]

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds[3]	$777,946

[2] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amounts. These amounts are subject to change under the Act and as provided in this FA, including additional adjustments as provided in section 4(b). For each subsequent fiscal year to which this FA is applicable, a replacement Appendix A will be negotiated between IHS and MSTC for the respective year and amended to this FA and incorporated by reference accordingly.

[3]A breakout of these funds is shown on page 6 of Appendix A, which is fully incorporated herein. The breakout will cite to the source document used to determine the amount.

Non-Recurring Funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[4]	$264,952[5]
Subtotal: (Base funding from FY 99 P.L. 93-638 contract, subject to further adjustments as reconciliation of previous annual funding agreements occurs.)	$1,042,899
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Agreement.[6]	$0
Headquarters -- Tribal Share: "Tribal Size Adjustment Pool" including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A.[7]	$31,981
Headquarters - Tribal Share: "Program Formula Pool" including all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year base on the programs accepted for this allocation in Appendix A.	$0
ISD Support on Tribal Shares identified above including funding from both Headquarters and Area Office as identified in Appendix A.[8]	

[4]These non-recurring funds represent contract support costs for which funds are available at the beginning of the fiscal year. Other non-recurring funds are not specifically identified in this Agreement but will be provided to MSTC in the future to the same extent as they have been historically provided.

[5] The amounts in Section 4 and in the forthcoming FY 2022 Appendix A have been identified as informational only, consistent with Mentasta's Traditional Council withdrawal of authority from MSTC effective August 1, 2021. Prior to the withdrawal during FY 2021, a full annualized amount was paid to MSTC and no additional funds are due at this time.

[6] Using the methodology agreed upon in a caucus open to all Alaska Tribes and Co-Signers, the FY 2021 MSTC tribal shares are determined to be $0. The specific methodologies are identified in Appendix A. These funds are not currently available directly from IHS but are at ANTHC due to restrictions imposed by Sec. 325 of P.L. 105-83. See page 1 of Appendix A and Attachment B.

[7]Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national Indian Health Service recommended methodology. These funds are currently not available. See section 4(a).

[8]To be determined. The amount of ISD support on tribal shares will be calculated under Section 4(b) of this Agreement.

Subtotal -- Tribal Shares[9]	$31,981
TOTAL FA FUNDING[10]	$1,074,881

These amounts are subject to additions and other reimbursements and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the ISDEAA, as amended. Any amounts remaining unspent under Contract No. 243-96-6011, shall be added to this Agreement.

(b) Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid for FY 2021, which represents the parties' estimate of MSTC's full CSC requirement pursuant to 25 U.S.C. § 5325, is $343,073 including $79,704 for direct CSC and $263,369 for indirect or indirect-like CSC.[11] This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and MSTC's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

(c) Base Budgets.

(1) Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY 98 – FY 2000) base budgets implemented for the Alaska Tribal Health Compact for an additional two years (FY 2001 – FY 2002). The Indian Health Service and Co-Signers have agreed to

[9]The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount may be adjusted to make available all tribal shares for which MSTC is eligible.

[10]For the reasons noted regarding the amounts that make up this total and because full funding amounts may not have been fully identified or reconciled, this amount is subject to amendment to reflect the full amount due for each fiscal year in this FA. With respect to Area Tribal Shares, see footnote 5 above.

[11] For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and MSTC for the respective year and amended to this FA in Appendix A.

extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	**Base Period for Base Funding**	Extended through:
Headquarters TSA amounts[12]	FY 97	FY 2023
Equipment Replacement Funding	Not Included	
Area Tribal Share	Not Included	

(2) Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6. Adjustments shall also be permitted for the addition of new co-signers to the Alaska Tribal Health Compact and when current co-signers add or retrocede PSFAs, as provided in Section 12(c) and (d).[13] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" IHS Headquarters categories, provided that restrictions shall be changed only during annual negotiations. MSTC also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted. Co-Signers shall also remain eligible for the distribution of additional IHS Headquarters tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other programs, functions, services, and activities from Headquarters.

(d) Inclusion of Statutorily Mandated Grants. In accordance with Section 505(b) of Title V, and its implementing regulations, the Parties agree that the Secretary shall add the following statutorily mandated grants, which are administered by DHHS through IHS, to the FA after they have been awarded. Grant funds will be paid to MSTC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. MSTC will use interest earned on such funds to enhance the programs for which the grant was awarded, including administrative costs. MSTC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program. Grant programs added to this FA in accordance with this provision include the following: Diabetes Grants.

[11]Alaska Tribal Health Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[13] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

MSTC and its employees carrying out statutorily mandated grant programs added to a FA are covered by the FTCA. Regulations governing coverage under the FTCA are published at 25 CFR, Part 900, Subpart M.

SECTION 5 - METHOD OF PAYMENT.

(a) Payment Schedule. Except as provided in subsections (b), (c), and (d) of this section, all funds identified in Section 4 of this Agreement shall be paid to MSTC, in accordance with Article II, Section 4 (a) of the Compact; payment to MSTC to be made as follows: one annual payment in lump sum to be made annually in advance by check or wire transfer.

(b) Availability of Tribal Shares. MSTC will be paid 100 percent of negotiated Headquarters and Area Tribal Shares in its initial lump sum payment for each year under the term of this FA.

(c) Periodic Payments. Payment of funds otherwise due to the MSTC under this Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of the MSTC by check or wire transfer.

(d) Buyback/Withholding. MSTC may carry out its responsibility to provide certain PSFAs included in this Agreement by using services or other resources of the federal government under Article V, section 22 of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to MSTC are set forth in the Buyback/Withhold Agreement between the IHS and MSTC, which is attached as Appendix E to this FA and incorporated by reference herein. The administrative surcharge provided for in section 2.2.4 of the Buyback/Withhold Agreement for FY 2021 shall be .285 percent. During the term of this Funding Agreement, the Administrative surcharge rates will be negotiated annually. Notwithstanding section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such Agreement will be negotiated for future fiscal years annually during negotiation of this annual funding agreement.

SECTION 6 - ADJUSTMENTS DUE TO CONGRESSIONAL ACTIONS. The parties to this Agreement recognize that the total amount of the funding in this Agreement is subject to adjustment due to Congressional action in Appropriations Acts or other law affecting availability of funds to the IHS and the DHHS. Upon enactment of any such Act or law, the amount of funding provided to MSTC in this Agreement shall be adjusted as necessary, after MSTC has been notified of such pending action and subject to any rights which MSTC may have under this Agreement, the Compact, or the law.

SECTION 7 - RECORDS. The records of MSTC are not to be considered federal agency records for purposes of the Freedom of Information Act, 5 U.S.C. § 552, and the Privacy Act.

(a) Confidentiality of records shall be addressed as follows: MSTC will seek to comply with the Administrative Simplification provisions of HIPAA, including, but not limited to, privacy, security, transactions and codes sets regulations, codified as 45 C.F.R. Parts 160, 162 and 164. If a record is not subject to the requirements of HIPAA, MSTC will comply with Privacy Act procedures. IHS retains responsibility for HIPAA compliance for retained IHS health care component activities.

(b) Pursuant to Section 105(o) of Title I, the medical records generated by MSTC shall, at the option of MSTC, be stored with the National Archives and Records Administration, and MSTC shall have access to such records. MSTC shall maintain the confidentiality of its patient records in accordance with policies and procedures adopted by the MSTC Board of Directors, which will be consistent with the purposes and guidelines of the Federal Privacy Act of 1974.

SECTION 8 - PROGRAM RULES. MSTC will make a best effort to carry out the health PSFAs in this Agreement in compliance only with the following program regulations, guidelines, and directives: MSTC's standards and Community Health Aide/Practitioner Certification Standards. Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, MSTC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

SECTION 9 - RETROCESSION AND DISCONTINUANCE.

(a) Retrocession. The retrocession provisions of Section 506(f) of the Indian Self Determination and Education and Assistance Act, as amended, are herein adopted, except that the effective date from a retrocession request of the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below: retrocession may be effective with less than one year's notice, providing the Tribe or Village requesting retrocession, MSTC and the IHS agree to an effective date of less than one year from the date of the retrocession request.

(b) Discontinuance. MSTC may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and the IHS.

(c) Withdrawal Procedures.

(1) Process. Unless otherwise prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or tribal organization its share of any program, function, service or activity (or portions thereof) included in the Compact or funding agreement, and such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization,

provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on---

(A) the earlier of (i) one year after the date of submission of such request; or (ii) the date on which the funding agreement expires; or

(B) such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the Compact or funding agreement on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

(2) Distribution of Funds. In accordance with Sections 503(b) and 506(g), when a tribe proposing to enter into a contract under Title I or a compact and funding agreement under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and funding agreement, and such funds shall be removed from the funding agreement of the tribal organization and awarded to the Tribe upon approval of a Title I contract or Title V compact and funding agreement. The IHS shall retain any funds removed, but not awarded in a Title I contract or Title V compact and funding agreement.

SECTION 10 - CONSOLIDATION OF CONTRACTS AND PREVIOUS ANNUAL FUNDING AGREEMENTS. The contracts listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for PSFAs, materials, and facilities provided to the Tribes represented by MSTC: Title I, P.L. 93-638 Contract Number: 243-96-6011 as modified.

SECTION 11 - ACCESS TO TRAINING AND TECHNICAL ASSISTANCE. *See* Section 1(a).

SECTION 12 - AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

(a) Form of Amendments. Except as otherwise provided by this Agreement, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through the MSTC as authorized by resolution, the MSTC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

(b) Funding Increases.

(1) Written consent of MSTC shall only be required for issuing amendments for those funds which:

(A) require a change to Section 3 – Tribal Programs and Budget;

(B) require a specific commitment by MSTC (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

(C) reduce funding other than changes in Congressional appropriations pursuant to Section 6.

(2) Amendments not requiring written consent may include, but are not limited to:

(A) Program/Area/HQ Mandatories;

(B) Program/Area/HQ End-of-Year Distributions;

(C) CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, MSTC will return the unused amount to the IHS CHEF account;

(D) CHS Deferred Services;

(E) Routine Maintenance & Improvement; or

(F) Collections and reimbursements.

(3) Amendments reflecting payment of these funds shall be provided to MSTC after any such funds are added to the Funding Agreement. MSTC retains the right to reject the addition of such funds to the Funding Agreement and return the funds to the IHS.

(c) Services from IHS. Should MSTC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from MSTC back to the IHS and the pro-rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

(d) Due to Addition of New Programs. Should MSTC determine that it wishes to provide a PSFA of the IHS not included in this FA, MSTC shall submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, MSTC may submit a final offer in accordance with the Title V procedures set forth in 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS at the Alaska Area Office shall prepare within 30 days an amendment to this Agreement and the amendment shall be executed through the Area Office and added to this Agreement.

(e) Due to Availability of Additional Funding. MSTC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursement and new programs for which it would have been eligible had it been

administering programs under a self-determination contract, rather than under the Alaska Tribal Health Compact and this Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organization may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Agreement shall be amended to provide for timely payment of such new funds to MSTC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with MSTC.

(f) Other Adjustments. Upon written authorization by MSTC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to MSTC for the purpose of reimbursing the IHS for services or equipment provided to MSTC, to assist MSTC in carrying out the terms of the Compact and this Agreement.

(g) General Procedures for Amending or Modifying this Agreement. Amendments or modification proposed by MSTC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under article V, section 21 of the Compact, or as provided above in paragraphs (b)-(e) of this section, a request to amend or modify this Agreement submitted by MSTC shall be processed in accordance with sections 507(b)-(d) of Title V, as amended, and all provisions of those identified sub-sections are incorporated herein for this purpose.

SECTION 13 - THIRD PARTY RECOVERIES. Any funds recovered by the MSTC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by the MSTC, or for such services previously provided by the IHS in a PSFA now operated by the MSTC, shall be the property of the MSTC and shall be considered program income to be utilized by the MSTC as provided in Article III, section 7 of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, section 7 of the Compact.

SECTION 14 - MEMORANDUM OF AGREEMENT WITH MEMBER VILLAGE
Funds provided under this Funding Agreement may be allocated to and expended by a Village which is a party to this Agreement in accordance with the terms of the Compact, this Agreement and a Memorandum of Agreement ("MOA") approved by MSTC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by MSTC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the Alaska Area Native Health Service Director. MSTC shall be responsible for assuring compliance by the Village with the Compact, this Agreement and the MOA. In accord with IHS Contract Support Cost policy, the eligible CSC costs of the tribal sub-awardee may also be included in the CSC requirement of MSTC when MSTC chooses to utilize sub-awards via a Memorandum of Agreement or other instrument, with tribes or tribal organizations.

SECTION 15 - SERVICES TO NON-BENEFICIARIES. Services may be provided to non-beneficiaries (i.e., persons who are not Alaska Native or Indians) on a fee-for-service basis in accordance with and subject to the provisions of section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c(c)(2), and the resolution of MSTC. MSTC's Resolution No. 07-01 authorizing the provision of such services is attached to this FA as Appendix F and is fully incorporated herein.

SECTION 16 - INTELLECTUAL PROPERTY. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. MSTC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to MSTC. MSTC's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

SECTION 17 – FEDERAL REAL PROPERTY ASSETS. The IHS must report on its federally leased facilities. MSTC agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where MSTC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to MSTC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to MSTC. In administering these leases, the IHS will work with MSTC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

SECTION 18 - MEMORIALIZING DISPUTES. The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V or, at MSTC's option, may be set forth in Attachment B to this funding agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This Attachment shall not be considered a part of this funding agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. MSTC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

SECTION 19 - SEVERABILITY. This Agreement shall not be considered invalid, void or voidable if any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

SECTION 20 –ENVIRONMENTAL AND CULTURAL RESOURCES. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use

or comnutmcnt oflH funds or that afted THS property and which may signmcantly impact the envir-onment or cultural resources, Unless MS Chas assumed! these responsibilities under a construction project agreem nt in accoidance w'th Section 509 o Tit[e V and 42 C. .R. § B 7.285-3 2. the UIS must carry out these responsihili ties and has elected to utilize Appendix L Where MSTC plans to undertake an action. as described in Appendi ·I.on IHS owned real p operty or utmzing IHS funds received through this unding Agreemen1, and MSTC has not assum d the respons··b ities, M TC will provide the IHS with a Project Summary Document (see Appendix G) and a completed Environmental Information and Documentation Form (see Appendi H) so that the lH can accomplish these r.equirement..'>, and i sue a DetenninalionDocument (Categorical Exclusion (CATEX or Finding ofNo s·gnificant Impact (FON 1), as soon as possible. Al documentation shall be submitted to the IHS *as* early as possible in th planning phase of the proj ct to pre ent delays in the action. No irreversible action can be tcike11 by MS C until the 1H completes its compliance respon ibHities and so advises MSTC with a Dt:tennination Document Pending r-e ource avaifabitify, the TH is avai]abl for education and consultation on NEPA, NHPA and re ated provi ·ions of]aw on an as needed basis.

SE,CTION 21 - EFPECTIVE DATE AND DURATIO . 11lis Funding Agreement is cffecti eon August 1, 2021. and will remain in effect through Sept mber 30. 2023 or until a subs uent agreement is negofated and becomes: effecti e pursuant to Article n. Section 12 of the Compact.

MOU TS FORD TRIBAL CONSORTI M
on Behalf of ItseH and Choo·h-Na Tribe.

Date: 7/31/21

EvSre2.Pre
Mount Sanford Triba Consortium

By: V\.Q...,G
Agnes Dinn , Triba] Administrator
Checsh- a Tribe

Date: 7 .'3 (.-- Jt:YJ. /

UNITED STATES OF AMERICA ECRETARY OF THE DEPARTMENT OF HEALTH M\1> HOMA SERVICES

Evangelyn L. Dotomain -S
Digitally signed by Evangelyn L. Dotomain-S
Date:2021.07.3123:09:S2-08'00'

By: **Oat**: ----------

Dir ctor Indian Health Service

Mt. Sanford Tribal Consortium

Appendix A - Financial Summary Tribal Shares Funding Agreement -

Tribal Share Summary **Mt. Sanford Tribal Consortium**	FY 2021 Negotiated Amount	MTSAN Restricted	Total Due MTSAN	Initial Lump Sum Payment
*Area TS Amount (excluding assessments)	not available	not available	not available	not available
(available through ANTHC)	$0	$0	$0	
Subtotal Area TS Amount				
*Headquarters TSA Amount	$36,027	$4,047	$31,981	$31,981
*Headquarters Other Program Formula (OEI	$0	$0	$0	$0
Subtotal Headquarters TS amounts	$36,027	$4,047	$31,981	$31,981
FY 2021 Total Tribal Shares	$36,027	$4,047	$31,981	$31,981

***NOTE: All Area funds are at ANTHC and cannot be transferred through the IHS due to restrictions imposed by sec. 325, of P.L. 105-83.**

Driving Variables

Mt. Sanford Tribal Consortium	FY 2021
Population 2010 census AN/AI population)	82
Tribes (federally recognized tribes)	1
Recurring Base (FY2013)	$382,931
Percentage of Total Area TS (of all Alaska T	0.35303%
Percentage of ATHC (of all Title v Alaska Tr	0.35741%

**** For FY21 AREA and HQ TS included 304/365 of Mentasta share (10 Months)**

Individually Restricted Items

Mt. Sanford Tribal Consortium	FY 2021
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Managemen	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIRM	YES
Clin Sup. Ctr (Inc. CME Cert. & IHS	YES

The following Area Tribal Shares Matrix (pages 2 and 3 of this appendix) is provided for information purposes only. All funds for area tribal shares are in the ANTHC compact. The IHS has concluded that it is prohibited from transferring these funds directly to the co-signer under the terms of Sec. 325, P.L. 105-83.

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares
Mt. Sanford Tribal Consortium

Line #	FY 2021 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	MTSAN AK Dist.	MTSAN Retained	MTSAN Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$42,011		$42,011
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$1,829	$1,829	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$695		$695
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$689	*$0*	$689
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$3,213	$1,829	$1,384
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$2,082		$2,082
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$147	$147	$0
23	Health Facilities/Main./ Spec. Pro	$1,368,036	$114,204		$1,216,669	$37,163	$131		$131
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$2,360	$147	$2,213
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$47,585	$1,976	$45,609

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space availa

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Mt. Sanford Tribal Consortium

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2021 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	MTSAN Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$495	$0	$495
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$40	$40	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$718	$0	$718
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$444	$0	$444
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$504	$0	$504
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$260	$0	$260
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$111	$0	$111
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$150	$0	$150
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$40	$0	$40
	118	Research Projects	x			$1,283,252			143,088	143,088	$511	$0	$511
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$11	$0	$11
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$732	$111	$622
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$33	$0	$33
	123	Physician Residency	x			$277,416			31,093	31,093	$111	$0	$111
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$824	$0	$824
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$1,230	$0	$1,230
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$9,875	$2,745	$7,130
	127	Evaluation	x			$1,063,992			119,272	119,272	$426	$0	$426
	128	National Indian Health Board	x			$459,114			51,111	51,111	$183	$0	$183
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$403	$0	$403
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$149	$0	$149
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$541	$0	$541
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$301	$0	$301
	133	Health Records	x			$136,277			12,043	12,043	$43	$0	$43
	134	AIDS Program	x			$422,971			78,823	78,823	$282	$0	$282
	135	Handicapped Children	x			$346,083			40,775	40,775	$146	$0	$146
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$3,309	$920	$2,389
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$412	$0	$412
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$1,074	$0	$1,074
	202	IHS Dental Program- Program formula		x		$5,269,192					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$623	$0	$623
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$251	$0	$251
	303	National Conference	x			$107,552			$11,990	11,990	$43	$0	$43
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$1,846	$0	$1,846
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$173	$0	$173

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Mt. Sanford Tribal Consortium

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2021 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares MTSAN Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$1,291	$0	$1,291
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$369	$0	$369
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$457	$0	$457
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$957	$0	$957
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$5,567	$0	$5,567
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$1,092	$230	$862
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,114,837				$197,905	$0	$0	$0
	2403	Facilities & Property Support		x		$24,019,205				$221,409	$0	$0	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$0	$0	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$36,027	$4,047	$31,981
TOTAL PROGRAM FORMULA AMOUNT						$47,170,678				$1,497,560	-	$0	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,293,036				$11,577,745	$36,027	$4,047	$31,981

Column 1 - All numbers are based on HQ PFSAs for FY20 Table #4 dated 1/13/20 & FY21 Table 4F dated 7/16/20 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY20 Table #4 dated 1/13/20 & FY21 Table 4F dated 7/16/20 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Mt. Sanford Tribal Consortium** **58G950062**

Contract/Compact Period **October 1, 2020 through September 30, 2021**

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-	0.003530336		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$398,610			$18,468	$0	$417,078
2	Dental	$3,923			$1,074	$0	$4,997
3	Mental Health	$1,772			$916		$2,688
4	Alcohol & Substance Abuse	$119,144			$2,020		$121,164
5	Public Health Nursing	$364			$369		$733
6	Health Education	$144			$457		$601
7	Community Health Representativ	$66,389			$957		$67,346
8	Immunization (AK only)	$245			$0	$0	$245
9	Direct Operations	$1,198			$6,428		$7,626
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$591,789	$0	$56,264	$30,690	$0	$622,479
15	Purchased/Referred Care	$106,454		$9,133	$1,291		$107,745
16	Operational Cost for Tribal Clinics					0	$0
17	Environmental Health Support	$0					$0
18	Facilities Support	$0					$0
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$0		$0		$0
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$1,584				$1,584
24	TOTAL, Facilities	$0	$1,584	$2,213	$0	$0	$1,584
25	Current year CSC Direct	$79,704					$79,704
26	Current year CSC Indirect		$263,369				$263,369
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$79,704	$263,369	$0	$0	$0	$343,073
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$777,946**	**$264,953**	$45,609	**$31,981**	**$0**	**$1,074,881**

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 8 dated 7/30/2020

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to a

Due to section 325 Mt Sanford will receive the Area tribal share through the ANTHC. This is com $45,609

For FY21 Mentasta is withdrawing from Mt Sanford on 8/1/21. Mentasta Share is based on 2020 Projected Census of 101/197 or

Variables and Recurring have been adjusted to 304/365 of Mentasta share to reflect this

Mt. Sanford Tribal Consortium
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **Yes**

surcharge **0.285%** **(Yes or No)**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **No**

0.285% **(Yes or No)**

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs		$0		$0	N/A	$0
VBC				$0	N/A	$0
Other				$0	N/A	$0
SUBTOTAL H & C	$0	$0		$0	$0	$0
DENTAL						
IPA/MOA personnel costs				$0	N/A	$0
Supply Service Center		$0		$0	N/A	$0
All other costs-				$0	N/A	$0
SUBTOTAL DENTAL	$0	$0		$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs				$0	N/A	$0
Supply Service Center		$0		$0	N/A	$0
Village Clinic Leases				$0	N/A	$0
All other costs-				$0	N/A	$0
SUBTOTAL IMMUNIZATION	$0	$0		$0	$0	$0
T-CLINIC						
VBC Increases				$0	N/A	$0
		$0		$0	N/A	$0
				$0	N/A	$0
SUBTOTAL T-CLINIC	$0	$0		$0	$0	$0
Withhold Total	**$0**	**$0**		**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other co

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

MEMORANDUM OF AGREEMENT
DESCRIBING
THE CONTINUING SERVICES OF
THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE
To MOUNT SANFORD TRIBAL CONSORTIUM
FoRFY2020

I. INTRODUCTION

This.agt:eement provides. for the continuation by the Indian Health Service (lliS) of certain services from the Alaska Area Office for the benefit of Mount Sanford Tribal Consortium under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) perfonned by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Mount Sanford Tribal Consortium's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Mount Sanford Tribal Consortium to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for.transitional federal PSFAs.

B. Buyback -The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute,-and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations-, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe[11] refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and([] of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Mount Sanford Tribal Consortium or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each [11]Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

PIS/FIA	MAJOR FUNCTIONS	Residual Transition .l	Staffing (FfE)
Director	Provides overall executive direction and support on behalf of the Secretarv.	R	I
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in .CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall manaeement oolicies and orocedures.	**R**	I
Attorney	Provides Region X attomev suooort and consultation.	**R**	I
EEO	Provides EEO suooort. I		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	**R** T	3 I
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of olanning, evaluation and resource allocation reouirements.	**R**	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the */HS Community Health Aide Program Certification Board Standards and Procedures.*
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodol0gy Needs Assessment **(RRMNA)** prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning-HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

I. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an -officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

PIS/FIA	MAJOR FUNCTIONS	Residual Transitional	Staffing (FI'E)
Federal Contracting ,, Personal Property, andFOIA Coordinatio n	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agr-eements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act request-sand IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

PIS/FIA	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Manae:ement, suoervision and administrative suooort.	**R**	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	I I
Environmental Health	Environmental services associated with federal employees[1]1		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement **(M&I),** Equipment and other data for oroe:ram allocation.	**R**	I
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section l05(1) lease program; and nsoect e:ovemment-owned facilities	R	I
	I Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System **(W-STARS)** to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHCDEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System **(HFDS)** including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

1. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(1) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

PIS/FIA	**MAJOR** FUNCTIONS	Residual Transitional Buvback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	**R**	I
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	**R** T	I I
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	**R** B	I I
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholdin2; and provides disbursement services.	**R** B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 340 federal (includes 58 IPA & 254 **MOA)** employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related t-o Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

PIS/FIA	MAJOR FUNCTIONS	Residual Transition.al	Staffing· (FrE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician' s Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	**R** T	*i* 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

.7 .. Process personnel actions for Civil Service employees.

8•. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries-(worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL

PIS/FIA	MAJOR FUNCTIONS	Buyback	Staffing (FfE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors ofMOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

PIS/FIA	MAJOR FUNCTIONS	Residual Transitional	Staffing (FfTI)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial suooort.	T	I
Health Care (Management) C nsultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; ne otiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

I. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations

2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejectioe; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally PIS/FIA: Federal Contracting Title I awards, (l) Residual FfE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing. direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: Evangelyn L. Dotoma -S
Digitally signed by Evangelyn L. Dotomain -S
Date: 2021.03.2616:42:02 -0_a'_00_'

Director
Alaska Area Native Health Service, IHS

Date: 03/26/2021

Mount Sanford Tribal Consortium
on Behalf of Itself and Certain Alaska Tribe ,
Identified in Exhibit A to the Compact.

By: BaiJ
EvelynBeet, President
Mount Sanford Tribal Consortium

Date: ------.i3/'--'--'-J.5.c.....+--/;;)---'---l(,

APPENDIX C
MOUNT SANFORD TRIBAL CONSORTIUM
TRIBAL FACILITIES
Amended July 31, 2021

A description of tribal facilities at which Mt. Sanford provides health care services include:

- Chistochina Clinic
- MSTC Office
- Chistochina recreation center/workout room/library
- Chistochina Community Hall
- Chistochina School
- Anchorage Office space for health services support
- Behavioral Health Buildings (Counseling Service Building and Chistochina Safe House)
- Staff Housing Units

APPENDIX D
MOUNT SANFORD TRIBAL CONSORTIUM
INFORMATION SERVICES LIST

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X

Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to Cosigner**	**Indirectly to Cosigner through ANTHC**
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

Appendix E
Buyback/Withhold Agreement
between
the Indian Health Service
and
Mount Sanford Tribal Consortium

Section 1. Generally. Pursuant to Section 5(d) of the Funding Agreement between the Cheesh-na Tribe Served by Mount Sanford Tribal Consortium (hereinafter "MSTC") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), MSTC has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by MSTC on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to MSTC shall be determined under section 2 below. MSTC's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC § 5388(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. MSTC may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, MSTC may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by MSTC.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to MSTC.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services MSTC proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent MSTC from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by MSTC and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by MSTC.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5(d) of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to MSTC under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing services to MSTC.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of MSTC. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by MSTC and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. MSTC assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by MSTC shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of MSTC.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by MSTC under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The MSTC is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The

IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. MSTC agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed on page 7- "Withhold Calculation" of the Co-Signer's Appendix A - Annual Financial Summary. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly

charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged MSTC for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to MSTC of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by MSTC authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services MSTC proposes to purchase from the IHS. In such case, no monthly payments are due from MSTC. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to MSTC and adjustments in the amount of withhold or payments needed to pay for all services MSTC has purchased, or proposes to purchase, will be made to the IHS by MSTC. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount MSTC hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount MSTC hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to MSTC of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from MSTC for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to MSTC due to Congress authorizing continuing resolutions or other delays in making lump sum payments to MSTC.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to MSTC within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and MSTC will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to MSTC, any over recovery by the IHS must be returned to MSTC and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by MSTC.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative

surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from MSTC.

3.4 Use of Other Funds Due MSTC to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to MSTC, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of MSTC's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to MSTC under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by MSTC under this Agreement in a manner agreeable to MSTC and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, MSTC may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. MSTC shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on August 1, 2021, and shall remain in effect pursuant to section 5(d) of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____

Director, Indian Health Service

Date: _____

Mount Sanford Tribal Consortium on Behalf of Itself and the Cheesh-Na Tribe, Identified in Exhibit A of the Compact

By: _____
Evelyn Beeter, President
Mountain Sanford Tribal Consortium

Date: 7/31/21

By: _____
Agnes Denny, Tribal Administrator
Cheesh-Na Tribe

Date: 7-31-2021

P.O. Box 357 · Gakona, Alaska 99586 · Phone (907) 822-5399 · Fax (907) 822-5810

Mount Sanford Tribal Consortium

Resolution Number 07-01

WHEREAS, the Mount Sanford Tribal Consortium ("MSTC") is a tribal organization that is a co-signer of the Alaska Tribal Health Compact ("ATHC") and has negotiated a Funding Agreement with the Indian Health Services ("IHS") under Title V of the Self-Determination Education and Assistance Act ("ISDEAA"); and

WHEREAS, The ATHC authorizes Co-Signers to provide services to non-eligible individuals provided Section 813 of the Indian Health Care Improvement Act ("IHCIA") is complied with. See ATHC Article III, Section 4. Section 813 provides that a tribe or tribal organization, which operates a health facility under an ISDEAA agreement may make its own determination whether to provide health services to persons not otherwise eligible (i.e. non-beneficiaries) to receive IHS-funded health services. 25 U.S.C. § 1680c(b)(1)(B). MSTC's FA also provides a similar provision. See FA Section 15.

WHEREAS, the MSTC is authorized to determine whether it will provide health services under its IHS-funded programs to persons who are not eligible beneficiaries under federal law, provided that the MSTC gives consideration to whether the provision of such services will result in a denial or diminution of services to eligible beneficiaries and whether there are reasonable alternative health services or facilities available to meet the needs of non-beneficiaries; and

WHEREAS, the MSTC has determined that the provision of health services on a fee-for-service basis to non-beneficiaries, in an amount not less than the actual costs of providing such services, will not result in a denial or diminution of services to beneficiaries; and

WHEREAS, the MSTC has considered the availability of alternative health services for non-beneficiaries in the geographic area surrounding the MSTC and has determined that no reasonable alternative health facility or services exist in the geographic area surrounding the MSTC; and

NOW THEREFORE, BE IT RESOLVED, that the MSTC has decided to extend all available health services under the ATHC and its FAs to non-beneficiaries on a fee-for –service basis.

BE IT FURTHER RESOLVED, that whenever significant evidence is presented to the MSTC that services to non-eligible, non-beneficiaries have resulted in a denial or diminution of services to beneficiaries or reasonable alternative health facilities or services are available to meet the needs of ineligible individuals, the MSTC may suspend the delivery of such services to non-beneficiaries.

DATED this 27th day of April, 2007

Mount Sanford Tribal Consortium

Larry Sinyon, Chairperson

Certification

The above Resolution was passed at a regular meeting of MSTC held _____ at MSTC _____ at which a quorum was present. _____FOR, _____AGAINST, _____ABSTAIN.

Evelyn Beeter, President

Attest: Ramona Justin, Vice Chair

Mount Sanford Tribal Consortium

APPENDIX G

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Mount Sanford Tribal Consortium

APPENDIX H

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No
18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.
23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.
26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.
29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Title	Date	Environmental Coordinator	Date

Mount Sanford Tribal Consortium

APPENDIX I

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

APPENDIX I – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by MSTC, MSTC shall submit a proposal package that includes a completed Project Summary Document (See Appendix G) and Environmental Information and Documentation Form (See Appendix H) to the IHS. Coordination time between MSTC and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between MSTC, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

☐	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
☐	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
☐	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
☐	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
☐	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
☐	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
☐	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
☐	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow MSTC and IHS to resolve them early.

Indian Health Service

National Environmental Policy Act; Categorical Exclusions

AGENCY: Indian Health Service (IHS), HHS.

ACTION: List of IHS program actions that are categorically excluded from the requirement to conduct further evaluation under the National Environmental Policy Act (NEPA).

SUMMARY: This notice provides a list of classes of IHS actions that normally do not have a significant impact on the environment and, therefore, do not require environmental impact statements (EIS) or environmental assessments (EA) under Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508) or Department of Health and Human Services (HHS) procedures (HHS General Administration Manual Part 30). All actions involving construction are reviewed to determine if extraordinary or exceptional circumstances exist that prevent the action from meeting the criteria established for this listing.

EFFECTIVE DATE: January 6, 1993.

FOR FURTHER INFORMATION CONTACT: Director, Division of Environmental Health (DEH), Office of Environmental Health and Engineering (OEHE), IHS, Public Health Service (PHS), IHS, room 5A–39, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857; or telephone (301) 443–1043.

SUPPLEMENTARY INFORMATION: Regulations of the CEQ at 40 CFR parts 1500–1508 require Federal agencies to adopt procedures to supplement and implement their regulations. The HHS, by giving notice in the Federal Register (45 FR 76519), has adopted such procedures and included them in the HHS General Administration Manual Part 30. The CEQ approved the HHS procedures on October 2, 1980. Paragraphs 1507.3 and 1508.4 of the CEQ regulations provide for the definition of categories of actions that do not individually or cumulatively have a significant effect on the human environment and therefore, do not require the preparation of an EIS or an EA. Paragraph 30–20–40 of the HHS General Administration Manual establishes categories of exclusion for Departmental actions and provides for the listing of actions by Operating Divisions within the Department. The IHS, as an agency of the PHS, hereby gives notice of its listing of actions which normally can be categorically excluded from further environmental review.

If a proposed action belongs to an excluded category but one or more extraordinary or exceptional circumstances (as defined in Part K) apply, then an EA must be prepared for the purpose of determining whether an EIS is warranted.

The IHS provides comprehensive health care services to more than 1 million American Indians and Alaska Natives. The goal of the IHS program is to raise the health status of American Indians and Alaska Natives to the highest level possible. In carrying out this goal, the program has three main objectives: (1) To deliver the highest quality health services possible; (2) to assist tribes and native corporations to develop their capacity to manage health programs; and (3) to serve as an advocate for American Indians and Alaska Natives in health related matters.

The IHS program is carried out through a health services delivery system, designed to provide a broad mix of preventive, curative, rehabilitative, and environmental services. The type of health services delivery system

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 60 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects as categorically excluded.

as

Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are undertaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 35 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

investigation, diagnosis, consultation, counseling) in health programs.

F. Management and Administrative Support

Routine management and administrative support actions.

G. Training, Education, and Manpower Development

The award of training grants, scholarships, and the provision of other types of training and educational assistance are excluded. Those actions include:

1. Support for development of professional and paraprofessional health competencies;

2. Support for development of American Indian and Alaskan Native health management capabilities;

3. Support for development of tribal and community capabilities in the areas of environmental improvement, disease reduction, injury control, and operation and maintenance of sanitation facilities;

4. Support for training and education of IHS personnel necessary for the efficient accomplishment of the IHS program; and

5. Educational activities including development of disease prevention and treatment and presentation of such material to American Indians and Alaskan Natives.

H. Statistics, Data Processing, and Information Gathering

Actions associated with statistics and information collection and dissemination are excluded. These actions typically involve:

1. Collection of demographic or morbidity data and analysis for program management and budget justification purposes;

2. Epidemiologic studies;

3. Environmental surveillance activities (e.g., sample collection, analysis, and monitoring of air, food, water, and wastewater) to determine quality as a basis for ensuring necessary corrective action;

4. Engineering studies and investigations including soil boring and test well drilling to gather data for the purpose of determining engineering feasibility and to permit facility design;

5. Updating existing data bases and data processing;

6. Printing and distributing reports; and

7. Developing new/redesignating existing data systems to meet specific program needs.

I. Indian Health Service Owned and Leased Facilities

Actions related to the IHS owned and leased facilities, or actions funded by IHS at tribally owned (or leased) and managed facilities as listed below, are excluded:

1. Maintenance and day-to-day operation of the physical plant and repairs to plant and equipment, or replacement-in-kind of utilities and building components;

2. Acquisition of equipment, provided all requirements for permits, registrations, and licenses are met, and provided the equipment involves use of generally accepted technology;

3. Building alteration or renovation that does not substantially change the function or general appearance of existing buildings;

4. Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction:

(a) Is at the site of an existing health care facility and the facility capacity is not substantially increased,

(b) Is for buildings of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or

(c) Is for projects other than buildings where less than five acres of surface land area are involved at a new site;

5. Facility planning and design including funding of such activities;

6. Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which:

(a) The intended use of the space is consistent with the functional design of the building, and

(b) The acquisition is consistent with an applicable master plan, if such plan exists;

7. The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action:

(a) Is consistent with any applicable master plan, if such a plan exists,

(b) Conforms to local zoning and land use ordinances, if such ordinances exist,

(c) Is consistent with the functional design of the facility,

(d) Would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and

(e) Satisfies the requirements of applicable comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 120 (h) provisions.

J. Construction of Sanitation Facilities

Actions associated with construction of sanitation facilities to serve Indian homes and communities, except that the following actions are not excluded:

(1) Construction of a sanitary landfill at a new solid waste disposal site, and

(2) Construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters.

K. Extraordinary or Exceptional Circumstances

Under extraordinary circumstances, the normally excluded actions described above may have a significant environmental effect; such actions are not categorically excluded. Actions that can be characterized by, or may cause any of, the conditions described below are examples of actions that are not categorically excluded:

1. Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;

2. Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;

3. Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;

4. Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;

5. Those which have adverse effects on unique geographic characteristics (e.g., historic, archeological, or cultural resources, park recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones or ecological or critical areas including those listed on the Department of Interiors National Register of National Landmarks);

6. Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;

7. Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;

8. Those which have adverse effects on species listed by the Federal Government as endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;

9. Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 29, 1992.

Michel E. Lincoln,

Deputy Director.

[FR Doc. 93-172 Filed 1-5-93; 8:45 am]

BILLING CODE 4160-15-M

ATTACHMENT A
MOUNT SANFORD SERVICE AREA

This attachment is, by agreement of the parties, not a part of the FA, but is included for information purposes.

The service area of Mount Sanford Tribal Consortium is the traditional Tribal territories of the people of Nabesna, Twin Lakes, Slana and Cheesh-Na.

ATTACHMENT B
MOUNT SANFORD TRIBAL CONSORTIUM
MEMORIALIZATION OF MATTERS REMAINING IN DISPUTE

(1) Mount Sanford does not agree with the IHS's position that Area Office tribal shares are not available for inclusion in FY 2008, 2009 and 2010 because of Section 325, P.L. 105-83. Mount Sanford believes it has the right to include such tribal shares in its annual funding agreements notwithstanding Section 325. Mount Sanford reserves any remedies it may have under law.

FUNDING AGREEMENT
BETWEEN
CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
KODIAK AREA NATIVE ASSOCIATION
AND
THE SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2018–2020

This Funding Agreement is entered into by and between certain Alaska Native Tribes served by Kodiak Area Native Association and the Secretary of the Department of Health and Human Services of the United States of America. These Tribes have authorized the Kodiak Area Native Association to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its responsibilities as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, as amended (the Act), and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between the Kodiak Area Native Association (KANA) and certain other Co-Signers thereof and the United States in Fiscal Years 2018–2020.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Co-Signer, programs, activities, functions, and services from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in

the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and KANA will not be denied access to, or services from, Headquarters. Specifically, KANA will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to KANA. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files, and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve KANA's technical issue, OIT's support of KANA will include technical support needed on-site by KANA. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, Convert Site Data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska Connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X

1 All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-site Training Instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installation)			X
National Patient File (2000) Conversion			X
Envoy (WebMD) Installation			X
Additional Services – Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, KANA shall have access to training, continuing education, and technical assistance in the manner and to the same extent KANA would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Medicare and Medicaid Claims Processing. KANA may exercise its right pursuant to Section 401 of the Indian Health Care Improvement Act, as amended by P.L. 106-417, to submit claims directly to and recover directly from Medicare and Medicaid.

1.1.4 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR §§ 74.36 and 92.34, in works which IHS possessed, reproduced, published, and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by KANA under this and previous funding agreements and contracts KANA has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.1.5 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care components.

1.2 Historical PSFAs. KANA has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs have been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, KANA attached to its FY 2000 Funding Agreement Addendum 1 entitled "Memorialization of Historical Level of PSFAs Provided by Alaska Native Medical Center and Alaska Area Native Health Service." The PSFAs listed in this addendum are taken from KANA's FY 1999 Annual Funding Agreement. The addendum was attached to the FY 2000– Funding Agreement only for the purpose of identifying historical levels of PSFAs received by KANA from ANMC and AANHS, and is specifically not made a part of this Funding Agreement.

1.3 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

1.4 Access to Federal Insurance. IHS will assist KANA to obtain information about the coverage, rights, and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available), and the procedures by which KANA may exercise its rights under Section 409 of the IHCIA to have access to such Federal insurance for its employees.

Section 2 – Obligations of the Co-Signer. This Funding Agreement obligates KANA to be responsible for and to provide health PSFAs, identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this Funding Agreement and other funds as they may become available to KANA. This Funding Agreement further authorizes the Kodiak Area Native Association to consolidate and redesign PSFAs as provided in the Act and the Compact.

Section 3 - Tribal Programs and Budget.

Subject to the availability of funds, KANA agrees to administer the programs of IHS and provide and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. For purposes of this Agreement, KANA's General Budget Categories consolidate related health PSFAs as listed below. To the extent any Tribe, which authorized KANA to enter into the Compact on its behalf, has entered into a contract under Title I or a Funding Agreement under Title V of the Act, KANA will not be obligated to provide any program, activity, function or service (or portion thereof) incorporated into such contract or Funding Agreement, except that KANA may, subject to the availability of resources, provide some or all services to such a Tribe.[2]

KANA is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services. KANA has agreed to provide health care services to the Alaska Native and American Indian beneficiaries for the Kodiak Island Region. These services may include purchasing hospital services, including, but not limited to, in-patient, laboratory, radiology, radiography, ultrasound screening, and Emergency Room (ER) use through contract health; providing clinic services, including ancillary and support services, radiology radiography and ultrasound screening, Dental, Community Health Representative (CHR), Maternal Child Health (MCH), Community Health Aide/Practitioner Program (CHAP), Emergency Medical Service (EMS), Accident Injury Control and Prevention Program, Quality Control, Alcohol and Substance Abuse, Mental Health, Fetal Alcohol Syndrome/Fetal Alcohol Spectrum Disorders/Fetal Alcohol

[2] The Karluk I.R.A. Tribal Council entered into a Title I contract with the IHS that became effective on February 15, 1996, under which Karluk assumed responsibility for provision of the community health aide, community health representative and substance abuse programs.

Effects (FASD/FAE), immunizations (e.g., Haemophilus Influenza B), planning and implementation of an Electronic Health Records system, and special programs developed to ensure a broad, comprehensive continuum of care. KANA may also provide other PSFAs to meet the objectives of Section 3 of the IHCIA. PSFAs may be delivered in a variety of settings, including, but not limited to, clinics, homes, schools, and other community settings. KANA provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with Tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of KANA at KANA's discretion.

3.1 Hospital Services: Hospital services for KANA beneficiaries are provided principally by ANMC, or at KANA's discretion, may be provided through Contract Health Care in association with Providence Kodiak Island Medical Center, utilizing KANA Medical Staff, Providence Kodiak Island Medical Staff, and other local providers. These services may include other services that may be available on Kodiak Island on an inpatient, outpatient, or itinerant basis by Providence Kodiak Island Medical Center.

Beyond the medical services/activities furnished under this subsection, a referral/transport and case management system will be maintained, subject to funding limitations. This system includes the villages, Kodiak, and/or care provided at the next higher level of care.

3.2 Regional Health Services and Treatment and Support Services: The following programs will be provided subject to availability of funds. These include medical, behavioral and dental health care, and community and village-based clinics, programs, and services.

3.2.1 Behavioral Health Services

3.2.1.1 Alcohol and Drug Abuse Services: Provides services to reduce and prevent substance abuse and associated problems through inpatient and outpatient services, prevention/education, early intervention, referral services, transitional/residential care services, residential family treatment camp. and other treatment camps (such as the annual "Spirit Camp"), outpatient based treatment (such as KANA gatherings), outreach services and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including fitness activities, individual assessment and referrals, individual and group counseling, including anger management classes, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship, and aftercare;

3.2.1.2 Other Behavioral Health Service: Provides broad, comprehensive services to address family, child, adolescent, and community behavioral health problems through direct services, psychology services, crisis hotline, and referrals to other providers, including the Providence Kodiak Island Mental Health Center programs and services. As needed, a visiting psychiatrist provides mental health services in Kodiak. Psychiatric services include assessments, medication assessment and management, clinical direction to medical staff and behavioral health staff, and patient and provider education, including continuing medical education; and

3.2.1.3 Community child welfare and family services that respond through a multidisciplinary approach to child physical abuse, sexual abuse, and neglect and other conditions that place a child at physical or emotional risk, advocacy, foster home advocacy and supportive services, and other social services.

3.2.1.4 A combination of practices and resources are utilized throughout Behavioral Health Services, including a variety of western counseling methods and traditional modalities. The traditional modalities are used as channels for mental and emotional healing and are based upon traditional healing accepted in the KANA region and subsistence and culturally-based activities. A variety of activities may be utilized including boating, camping, fishing, hunting, trapping, gathering foods, community gatherings, and meeting with elders. These services may be provided by behavioral health aides, and village based counselors. Traditional health care services will be provided in accordance with 25 USC § 1680u.

3.2.2 Dental Services: Provides broad comprehensive services, including orthodontics and oral surgery, to improve dental health and/or lower the incidence of dental disease. The field dental program offers regularly scheduled visits to all villages on Kodiak Island.

3.2.3 Community Health Representative Services: Provides village-based services to determine health needs, improve health knowledge, and to promote healthy lifestyles and practices; provides advocacy services; provides administrative services.

3.2.4 Maternal Child Health Program: Provides prenatal care, family planning and newborn patient education, assistance in risk screening, and coordination of prenatal care.

3.2.5 Emergency Medical Services (EMS): Provides services to lower the incidence of death and disability; provides various levels of EMS training, including training for staff and volunteers within the various communities served by the Village Response Teams (VRT), and facilitates development of emergency response infrastructure.

3.2.6 Community Health Aide Program: Provides primary health care services, including telemedicine, telehealth, telepharmacy, and teleradiology services; community health aide, dental health aide therapist, and Behavioral Health Aide training, supervision and services under the *Standards and Procedures* of the IHS CHAPCB; and provides training support, supervision, quality assurance/CQI, logistic, and administrative services for the Community Health Aide Program.

3.2.7 Purchased/Referred Care: Provides services to beneficiaries at facilities other than KANA's Ambulatory Care Clinic. These services supplement those provided by SCF. Services provided include, but are not limited to: hospital care (both inpatient and ER), optometry services, radiology services, laboratory services, other clinical services, traditional, complementary and alternative medicine.

3.2.8 Other Health Programs: Health programs, which include, but are not limited to the following:

3.2.8.1 Fetal Alcohol Spectrum Disorders (FASD) prevention, public awareness, education, improve the lives of those already affected through diagnosis (in collaboration with local area service providers), intervention, advocacy, and resources development;

3.2.8.2 Family centered early intervention, assessments and support for children at risk of experiencing developmental delays, youth programs to promote mental and physical health and incorporate cultural values and community and family involvement, and programs to encourage youth to pursue education and training, including youth mentoring programs;

3.2.8.3 Prevention programs, including tobacco prevention, cessation, and control and healthy heart program;

3.2.8.4 Alaska Native Sobriety & Alcohol Control Program, including chemical dependency training program;

3.2.8.5 Nutrition services provide supplemental foods and nutrition education, counseling, and other services for women, infants, children, and others who are at nutritional risk;

3.2.8.6 HIV/AIDS prevention and education program;

3.2.8.7 Comprehensive programs to reduce diabetes and encourage healthy and subsistence-based lifestyles and individual and community wellness, through community and individual activity, physical fitness, and wellness programs, including such programs as culturally-appropriate arts and crafts programs, providing a fitness and wellness center, sponsorship and direction of youth and adult team sports, and other physical fitness activities and events;

3.2.8.8 Supportive and elder care services;

3.2.8.9 Community safety and violence prevention services, including participation in the community Sexual Assault Response Team and delivery of related prevention and treatment services, including providing training for and delivery of sexual assault exam services, family violence services, spirit camps, women's wellness conferences, men's wellness conferences and other gatherings, and women in crisis community program;

3.2.8.10 Community safety and injury prevention program that may include participation in local first responder teams, providing health and medical services to community patrols, and liaison with tribal, local, state, and federal governments and agencies directed at preventing intentional and unintentional injuries and death; and services for the protection of individuals impaired by alcohol and substance abuse and mental health crises;

3.2.8.11 Village-built clinics and other village and community facilities used in support of programs under this Funding Agreement;

3.2.8.12 Village based environmental health programs services, including those which support and enhance a subsistence lifestyle and water safety (including participation in public processes and policy making commissions and councils), the Rural Alaska Sanitation Housing Inventory Survey, and the lead paint assessments and inspections;

3.2.8.13 Disaster Preparation including purchase of single side band radios;

3.2.8.14 Provide tribal operations, technical support, and administration on request of tribes served by KANA; and

3.2.8.15 Comprehensive habilitation and rehabilitation programs, and related services, designed to assist individuals and their families to lead healthy, productive lives and engage fully in age-appropriate activities; such programs include, but are not limited to: for higher risk individuals, vocational rehabilitation, assistance, education, and training; services directed at assuring children and youth the opportunity to participate in educational and other healthy age-appropriate activities, including student support activities; health oriented education; socialization; health screening; growth and nutritional assessment; individualized culturally appropriate child development services; family services; family involvement; and financial support to assist KANA beneficiaries to be prepared to pursue health related careers.

3.2.8.16 Traditional healing services are provided in coordination with existing western medical services and complementary and alternative health services demonstrated to be reasonably safe and effective and indicated for the patient's diagnosis or condition may be provided following referral from a primary care provider (defined as a MD, DO, DDS, DMD, PA or ANP). Traditional health care services will be provided in accordance with 25 USC § 1680u.

3.2.8.17 Home Care and Other Community Based Services: through a combination of western methods and traditional modalities, home care and other community-based services provides care coordination, assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to individuals who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and community-based services also provides palliative and other end of life services, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities and engages in planning and development of additional services. These services will be provided in accordance with Section 205(a)(2), of the IHCIA, as amended 25 U.S.C. § 1621d.

3.2.8.18 Long Term Care and Hospice Services: Long term care services, including palliative care training and support to families and caregivers, and volunteer hospice services. These services will be provided in accordance with Section 205(a)(3) & (4), of the IHCIA, as amended 25 U.S.C. § 1621d.

3.2.9 Health Services Training: KANA provides health services training through offering sites for medical students, interns, residents, and other individuals obtaining training in the health and dental professions, including clinical preceptorships, mentoring, shadowing, training, and supervision.

3.2.10 Public Health and Epidemiology: Directly and/or through ANTHC, including its Epidemiology Center, KANA carries out public health, epidemiology, and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purpose of:

3.2.10.1 preventing or controlling disease, injury, or disability;

3.2.10.2 reporting disease, injury, and vital events such as birth and death; and

3.2.10.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.2.11 Support Services: a complement of services required to support the provision of health services to the Kodiak region may include, but is not limited to: interpreting and translation services; dietetics/nutrition services, including services associated with health promotion and disease prevention; operations and facilities management; security; human resources; administration and board support; infection control; patient (including escorts, in accordance with Section 213(a) of IHCIA, as amended at 25 U.S.C. § 1621*l*) and employee travel and travel management (to include airplanes, motor vehicles, boats, all terrain vehicles and other forms of transportation common to the Kodiak region, including vehicles owned or leased by KANA and privately owned vehicles used in the performance of the PSFAs under this Funding Agreement); patient case management (to include arranging for, assisting with, and providing emergency and routine patient transportation); contract and property management; staff and provider housing; telecommunications; financial management (to include patient registration, billing, collection, coding and other business office functions); Medicare and Medicaid and other benefits enrollment services; credentialing; and quality improvement activities, including peer review.

3.2.12 Administrative Services: develops, interprets, coordinates, and administers the organization's policies on finance, accounting, payroll, insurance, data processing, internal controls, auditing, material management, legal, corporate compliance, and human resources, including the following:

3.2.12.1 Human Resources: generally provides personnel services (to include staffing, recruitment, and retention); job classification; pay and benefits administration; training and development; employee relations; human resources information systems; and Native hire.

3.2.12.2 Finance: performs accounting, statistical records, payroll, accounts payable, grant requests and administration, reporting, and other finance activities, and coordinates reimbursement, budgeting, and forecasting programs, cash management, and annual third party audits.

3.2.12.3 Technology/Telecommunication Services: directs, coordinates, and executes telecommunications, telephone, data processing, Help Desk support, training and education, network and information management for operations and regulatory compliance;

provides maintenance, inventory, and equipment repair and disposal; coordinates regional and statewide efforts for telemedicine, telehealth, telepharmacy, and teleradiology services; and planning and implementation of an electronic health record system.

3.2.12.4 Office of the President & CEO: manages the affairs and property of KANA in accordance with direction from the Native peoples of the Kodiak region acting through the Board of Directors. This office includes the President & CEO, Vice-President of Health Services, Vice President for Community, Director of Administration, Finance Director, Chief Financial Officer, and Operations Director. Functions as liaison with local, regional, state, and national entities to address legislative issues, grants, contracts, funding, and planning. Develops and monitors public relations strategies and facilities planning as appropriate.

3.2.12.5 Facilities Management and Planning: provides assistance, planning, design, management, and general contracting for construction, demolition and clean-up, renovation, maintenance, security, and operation of all facilities and properties used by KANA under this Funding Agreement. When appropriate, KANA collaborates with public and private parties to construct, lease, or otherwise obtain necessary facilities.

3.3 Board of Directors. The board actively provides policy and direction for KANA for the benefit of the ten Federally recognized tribes on Kodiak Island.

3.4 Other Programs/Services Funded. This Funding Agreement includes programs, functions, services, and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services, and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.5 Reallocation and Redesign: Any new health care program resulting from the reallocation of funds and redesign of programs during the fiscal year which will be in accordance with terms of the Compact.

3.6 Federal Tort Claims Act. The Federal Tort Claims Act applies to KANA's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

3.7 Non-IHS Funding. KANA will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Sections 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.8 Tribal Facilities and Locations. KANA operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix E, which will be submitted prior to the effective date of this Funding Agreement, and will be incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

3.9 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, KANA shall be the payer of last resort.

Section 4 – Amounts Available During the Term of the Funding Agreement

4.1 The following amounts shall be available to KANA in Fiscal Year 2018 pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of the Act.[3]

	Annual Funding
Recurring base: Inclusive of all recurring funding, including recurring contract support funds.[4]	$ 7,321,695
Non-recurring funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[5]	$ 2,677,209
Subtotal: This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreement]	$ 9,998,904
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement.[6]	$ 335,711

[3] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and KANA for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

[4] A breakout of these recurring funds is shown in Appendix A. See Footnote 4.

[5] These non-recurring funds are shown in Appendix A. See Footnote 4. Other non-recurring funds will not be specifically identified in this Funding Agreement, but will be provided to KANA in the future to the same extent as they have been provided historically.

[6] Funds from Area were distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A. In addition to the Funding amount, prior to the effective date of Section 325 of P.L. 105-83, KANA restricted Area tribal shares in an

	Annual Funding
Headquarters - Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$ 237,893
Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	$0
Subtotal – Tribal Shares[8]	$ 573,604
TOTAL COMPACT FUNDING[9]	$10,572,509

These amounts are subject to additions for reimbursements and for new funds received during the term of this Funding Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the Act. Any amounts remaining unspent under Contract No. 243-88-0010 or previous funding agreements, after adjustment and reconciliation of the withheld amounts for IPA/MOA, supplies, and services, as of the last day of the fiscal year, shall be included in this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $35,726 are for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due KANA was determined by multiplying the FY 2017 Equipment Replacement amount paid to KANA by 90%. The final Equipment amount paid in FY 2018 will be based on the final FY 2018 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2018 Equipment Replacement allocation, is less than the 90% calculation, KANA will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

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amount identified as "Subtotal Area TS Amount" in the "KANA Restricted" column on Page 1 of Appendix A. Also see Addendum 2 regarding these funds.

7 Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the annual funding amount, KANA is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "KANA Restricted" column on Page 1 of Appendix A. KANA has restricted Headquarters TSA funds identified in lines 126 and 137 of Appendix A.

8 It does not include certain Headquarters' tribal shares for which the amount or availability have not been determined. This amount will be adjusted to make available all tribal shares for which KANA is eligible.

9 For the reasons noted regarding the amounts that make up this total and because full funding amounts for under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

Of the amount shown above for non-recurring program funds, $64,540 are for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as a part of the lump sum due KANA was determined by multiplying the FY 2017 Routine M&I amount paid to the Co-Signer by 90%. The final Routine M&I amount paid in FY 2018 will be based on the final FY 2018 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2018 Routine M&I Allocation, is less than the 90% calculation, KANA will return the difference to the IHS. *See also* Appendix A, footnote to line 19 on page 6.

The Recurring Base amount shown above includes $113,195 that KANA received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2018, 2019, and 2020 Interior Appropriations Act (Act) or Congressional Reports. After the Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring KANA's signature as described in Section 12 [Amendment or Modification of this Funding Agreement].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to KANA's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add KANA's diabetes grants and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to KANA as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. KANA will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. KANA will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the FY/CY covered by this agreement, which represents the parties' estimate of KANA's full CSC requirement pursuant to 25 U.S.C. § 5325, is $3,017,166, including $440,222 for direct CSC and $2,576,944 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three year (FY 98–FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001–FY 2002). IHS and KANA have subsequently agreed to additional extensions through FY 2020. IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA Amounts[10]	FY 97	FY 2020
Equipment Replacement Funding	Not Included	N/A
Area Tribal Shares	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede PSFAs, as provided in Section 12.3 [Due to Addition of New Programs].[11] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. KANA also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs, and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 6.2 [Proposals by Authorizing Tribes]. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of this Funding Agreement] of this Funding Agreement shall be paid to KANA, in accordance with Article II, Section 4 (a) [Payment Schedule] of the Compact; payment to KANA to be made as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer.

10 Compact base budgets for TSA amounts shall be considered as a whole (entire Compact amount) and shall be subject to adjustment of the internal allocation subject to Compact agreements.

11 This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

5.2 Availability of Tribal Shares. KANA will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withholding.[12] KANA may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to KANA are set forth in the Buyback/Withhold Agreement between IHS and KANA, which is attached as Appendix D to this Funding Agreement and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2018 shall be .285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of IHS or any Co-Signer, such Buyback Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to KANA under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of KANA by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to KANA in this Funding Agreement shall be adjusted as necessary, after KANA has been notified of such pending action and subject to any rights which the Co-Signer may have under this Funding Agreement, the Compact, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs, (or portions thereof) under a contract or annual Funding Agreement pursuant to the Act, adjustment to funding amounts and responsibilities of KANA under this Funding Agreement will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated, or maintained by KANA shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that

7.1.1 patient medical records, financial records, and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

12 As noted in Appendix A, KANA opts to withhold the minimum initial estimated amounts and buyback services as detailed in Appendix A.

7.1.2 pursuant to Section 105(o) of Title I, the medical records generated by KANA shall, at the option of KANA be stored with the National Archives and Records Administration, and KANA shall have access to such records.

7.2 Confidentiality Standards. KANA will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162 and 164. If a record is not subject to HIPAA, KANA will maintain the confidentiality of its patient records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 – Program Rules. The Kodiak Area Native Association will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance only with:

> The Joint Commission (formally known as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO)) or other equivalent standards for Ambulatory Care Facilities, as applicable; and IHS Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, KANA does not agree to be subject to any agency circular, policy, manual, guidance, or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. KANA agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where KANA has bought back services from IHS. IHS will annually, or upon renegotiation, provide to KANA a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to KANA. In administering these leases, IHS will work with KANA to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Maintenance and Improvement Funds. KANA agrees to use maintenance and improvement funds received through this Funding Agreement in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Acts for FYs 2018, 2019, and 2020 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

9.3 The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless KANA has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §

137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix F. Where KANA plans to undertake an action, as described in Appendix F, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and KANA has not assumed these responsibilities, KANA will provide IHS with a Project Summary Document (see Appendix G-4) and a completed Environmental Information and Documentation Form (see Appendix G-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by KANA until IHS completes its compliance responsibilities and so advises KANA with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 10 – Retrocession and Discontinuance.

10.1 Retrocession. The retrocession provisions of Section 506(f) of the Act, are herein adopted, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below.

Retrocession may be effective with less than one year's notice, providing the Tribe or Village requesting retrocession, KANA, and IHS agree to an effective date of less than one year from the date of retrocession request.

10.2 Discontinuance. KANA may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and IHS.

10.3 Withdrawal Procedures.

10.3.1 Process. Unless prohibited by law and in accordance with Section 506(g) of the Act, a tribe or tribal organization may fully or partially withdraw from a participating tribal organization its share of any program, function, service, or activity (or portions thereof) included in the Compact or Funding Agreement, and such withdrawal shall become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on –

10.3.1.1 The earlier of

10.3.1.1.1 One year from the date of submission of such request; or

10.3.1.1.2 The date on which the Funding Agreement expires; or

10.3.1.2 Such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian tribe or tribal organization.

Section 11 – Consolidation of Contracts and Previous Funding Agreements. The contracts listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, activities, functions, services, materials, and facilities provided to the Tribes represented by Co-Signer.

Contract: #243-88-0010.

Section 12 – Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through KANA as authorized by resolution, the Kodiak Area Native Association, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should KANA determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from the Co-Signer back to IHS and the pro-rata share of funding for that program, activity, function, or service shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

12.3 Due to Addition of New Programs. Should KANA determine that it wishes to provide a program, service, function, or activity of IHS not included in this Funding Agreement, KANA shall submit a proposal to IHS to provide such program, service, function, or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, KANA may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS, the Alaska Area Office shall prepare within 30 days an amendment to this Funding Agreement and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. KANA shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements, and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to Co-Signer. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

12.5 Other Adjustments. Upon written authorization by KANA and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to KANA, for the purpose of reimbursing IHS for services or equipment provided to KANA to assist KANA in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by KANA shall be submitted in writing to IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraph 12.4 [Due to Availability of Additional Funding], and 12.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by KANA shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of KANA shall only be required for issuing amendments for those funds which:

12.7.1.1 Require a change to Section 3 [Tribal Programs and Budget];
12.7.1.2 Require a specific commitment by KANA (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
12.7.1.3 Reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;
12.7.2.2 Program/Area/HQ End-of-Year Distributions;
12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, KANA will return the unused amount to IHS CHEF account;
12.7.2.4 CHS Deferred Services;
12.7.2.5 Routine Maintenance & Improvement; or
12.7.2.6 Collections and reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to KANA after any such funds are added to the Funding Agreement. KANA retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13 – Third Party Recoveries. Any funds recovered by KANA through the filing, litigating, or settling of a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by KANA, or for such services previously provided by IHS in a PSFA now operated by KANA, shall be the property of the Co-signer and shall be considered program income to be utilized by KANA as provided in Article III, Section 7 [Program Income] of the Compact. Any prospective recovery of funds for such services shall

likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the Compact.

Section 14 – Memorandum of Agreement with Member Villages. Funds provided under this Funding Agreement may be allocated to and expended by an Alaska Native Village (Village) which is a party to this Funding Agreement in accordance with the terms of the Compact, this Funding Agreement, and a Memorandum of Agreement (MOA) approved by KANA and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by KANA. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. KANA shall be responsible for assuring compliance by the Village with the Compact, this Funding Agreement, and the MOA.

Section 15 – Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" 25 U.S.C. 1680c(b)(1)(B). The KANA Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 05-07. Resolution 05-07 is attached as Appendix B and incorporated by reference herein. KANA may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 05-07. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 16 – Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at the KANA's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion, and resolution as appropriate. KANA does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 17 – Severability. This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 18 – Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), KANA exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

18.1. 25 U.S.C. § 5304(e) (definition of "Indian Tribe");

18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);

18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);

18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);

18.5. 25 U.S.C. § 5328(b) (conflicting provisions of law);

18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);

18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);

18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);

18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Effective Date and Duration.

This Funding Agreement became effective on October 1, 2017, and will remain in effect through the 2020 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of
Department of Health and Human Services

By:_____
Director, Indian Health Service

Date:_____

Kodiak Area Native Association on Behalf of Itself and Certain Alaska Native Tribes, Identified in Exhibit A of the Compact

By:_____
Andrew P. Teuber, President and CEO

Date: 4/24/19

Appendix A

FY 2018 Financial Summary

Kodiak Area Native Association

Appendix A - Financial Summary Tribal Shares Funding Agreement FY 2018

Tribal Share Summary Kodiak Area Native Association	FY 2018 Negotiated Amount	KANA Restricted	Total Due KANA	Initial Lump Sum Payment
Area TS Amount	$350,523	$14,812	$335,711	$335,711
	0		0	0
Subtotal Area TS Amount	$350,523	$14,812	$335,711	$335,711
Headquarters TSA Amount	$268,141	$30,248	$237,893	$237,893
Headquarters Other Program Formula (OEHE)	$1,259	$1,259	$0	$0
Subtotal Headquarters TS amounts	$269,400	$31,507	$237,893	$237,893
Total Tribal Shares	$619,923	$46,319	$573,604	$573,604

Driving Variables Kodiak Area Native Association	FY 2018
Population (2010 Census AN/AI population)	2488
Tribes (Federally Recognized Tribes)	10
Recurring Base - FY 2013 (less VBC)	$6,888,458
Percentage of Total Area TS (of all Alaska Tribes)	2.64584%
Percentage of ATHC (of all Title V Alaska Tribes)	2.67864%
Number of MOA employees	3
Number of IPA employees	0

Individually Restricted Items Kodiak Area Native Association	FY 2018
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Kodiak Area Native Association

Line #	FY 2018 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	KANA AK Dist.	KANA Retained	KANA Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,692,041	$0		$0	$11,692,041	$309,353		$309,353
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) fun	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTH	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$13,709	$13,709	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$5,209		$5,209
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$5,163	*$0*	$5,163
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$24,082	$13,709	$10,372
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-(	$5,941,211	$244,466		$5,127,476	$569,269	$15,062		$15,062
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$1,102	$1,102	$0
23	Health Facilities/Main./ Spec. Pr	$1,365,811	$114,204		$1,216,669	$34,938	$924		$924
24	Subtotal OEHE	$7,455,910	$451,352	$0	$6,358,692	$645,866	$17,089	$1,102	$15,986
25	**TOTAL AREA OFFICE**	$33,681,748	$3,345,814	$1,580,233	$15,507,619	$13,248,083	$350,523	$14,812	$335,711

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2018 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs".

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY18 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of spac

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Kodiak Area Native Association

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares KANA Eligible shares *Column 3*	Co - Signer 0% Retained *Column 4*	Co - Signer 0 Due *Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$3,946,697	460,974	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	138,054	$3,698	$0	$3,698
	105	Management Initiatives		x		$2,044,146	238,756	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,360	11,183	$300	$300	$0
	107	H.P./D.P. Initiatives	x	x		$3,471,665	199,915	$5,355	$0	$5,355
	110	N.E.C.I.	x			$1,105,341	123,881	$3,318	$0	$3,318
	111	Nurse Initiatives	x			$1,282,333	140,310	$3,758	$0	$3,758
	112	Nursing Co-steps	x			$645,848	72,377	$1,939	$0	$1,939
	113	Chief Clinical Consultant	x			$276,687	31,013	$831	$0	$831
	115	Emer. Medical Svcs	x			$464,126	41,882	$1,122	$0	$1,122
	117	Traditional Advocacy Prog.	x			$100,341	11,245	$301	$0	$301
	118	Research Projects	x			$1,278,011	142,504	$3,817	$0	$3,817
	119	A.A.I.P. Contract	x			$26,668	2,987	$80	$0	$80
	120	Clinical Support Center-Phoenix	x			$1,735,059	203,764	$5,458	$830	$4,628
	121	Co-steps Non-physicians	x			$81,435	9,113	$244	$0	$244
	123	Physician Residency	x			$276,045	30,940	$829	$0	$829
	124	Recruitment/Retention	x			$2,050,205	229,787	$6,155	$0	$6,155
	125	U.S.U.H.S., etc.	x			$3,056,143	342,545	$9,176	$0	$9,176
	126	DIR Support Fund	x			$24,857,207	2,756,438	$73,835	$20,526	$53,309
	127	Evaluation	x			$1,060,897	118,925	$3,186	$0	$3,186
	128	National Indian Health Board	x			$458,033	50,990	$1,366	$0	$1,366
	129	Albq./HQ Administration	x			$889,447	112,439	$3,012	$0	$3,012
	130	Nutrition Training Center	x			$344,240	41,707	$1,117	$0	$1,117
	131	Diabetes Program- Albq./HQ	x			$1,287,625	150,412	$4,029	$0	$4,029
	132	Cancer Prevention- Albq./HQ	x			$715,279	84,080	$2,252	$0	$2,252
	133	Health Records	x			$135,956	12,015	$322	$0	$322
	134	AIDS Program	x			$421,975	78,637	$2,106	$0	$2,106
	135	Handicapped Children	x			$345,268	40,679	$1,090	$0	$1,090
	137	National OIT Sup.- Albq./HQ	x			$8,272,974	923,758	$24,744	$6,879	$17,865
	154	Prescription Drug Monitoring	x			$1,000,000	114,900	$3,078	$0	$3,078
Dental Health							-			
	201	IHS Dental Program	x			$2,480,872	296,334	$7,938	$0	$7,938
	202	IHS Dental Program- Program formula		x		$5,211,934		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			$8,457,806	170,804	$4,575	$0	$4,575
	302	C.M.I. Grants	x			$620,933	69,307	$1,856	$0	$1,856
	303	National Conference	x			$106,289	11,849	$317	$0	$317
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			$3,095,464	507,902	$13,605	$0	$13,605
	402	Collaborative Initiatives	x			$834,554	47,681	$1,277	$0	$1,277

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Kodiak Area Native Association

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares KANA Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		$8,226,856	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,264,397	349,118	$9,352	$0	$9,352
Public Health Nursing										
	601	Preventive Health Initiatives	x			$937,654	101,709	$2,724	$0	$2,724
	602	Preventive H. Init. - Prog. Formula		x		$2,383,258		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			$1,133,793	127,796	$3,423	$0	$3,423
CHR										
	801	IHS CHR Program	x			$2,369,315	263,085	$7,047	$0	$7,047
Direct Operations										
	1301	Direct Operations	x			$13,737,638	1,545,170	$41,390	$0	$41,390
	1301a	Direct Operations- OIT	x			$2,694,943	303,120	$8,119	$1,713	$6,406
	1302	Direct Ops Dental	x				-	$0	$0	$0
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		$2,312,098	$344,599	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,569,222	$209,781	$795	$795	$0
	2403	Facilities & Property Support		x		$2,269,845	$225,735	$12	$12	$0
	2404	Facilities Engineering Support		x		$1,359,652	$0	$0	$0	$0
	2405	Engineering Services Support		x		$479,120	$102,635	$452	$452	$0
TOTAL TSA AMOUNT						$94,470,826	$9,895,455	$265,063	$30,248	$237,893
TOTAL PROGRAM FORMULA AMOUNT						$29,802,828	$1,582,480	1,259	$1,259	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$125,273,654	$11,592,835	$269,400	$31,507	$237,893

Column 1 - All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septer
Column 2 -All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septen
Includes Chickaloon, Knik and All Alaska HQE TS. Does not include T-I shares.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provide
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2017 will be add
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution met
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution met
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Kodiak Area Native Association** **58G950027**

Contract/Compact Period October 1, 2017 through September 30, 2018

Initial Negotiated Annual Funding Agreement							
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.026458395		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$2,264,157		$88,515	$137,982	($204,781)	$2,285,874
2	Dental	$40,343		$5,426	$7,938	$0	$53,707
3	Mental Health	$56,760		$33,430	$6,749		$96,940
4	Alcohol & Substance Abuse	$507,713		$22,079	$14,882		$544,674
5	Public Health Nursing	$2,205		$3,174	$2,724		$8,104
6	Health Education	$853		$6,580	$3,423		$10,856
7	Community Health Representati	$254,378		$2,386	$7,047		$263,811
8	Immunization (AK only)	$1,576		$9,134	$0	$0	$10,710
9	Direct Operations	$8,595		$111,913	$47,796		$168,304
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$3,136,580	$0	$282,637	$228,541	($204,781)	$3,442,978
15	Purchased/Referred Care	$3,744,893		$37,088	$9,352		$3,791,332
16	Environmental Health Support	$0		$15,062		$0	$15,062
17	Facilities Support	$0		$924			$924
18	OEHE Support	$0			$0		$0
19	Maintenance & Improvement	$0	$64,540		$0		$64,540
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$35,726				$35,726
23	TOTAL, Facilities	$0	$100,265	$15,986	$0	$0	$116,252
24	Current year CSC Direct	$440,222					$440,222
25	Current year CSC Indirect	$0	$2,576,944				$2,576,944
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$440,222	$2,576,944	$0	$0	$0	$3,017,166
29	Quarters	$0					$0
30	Contract Health Services (Prior '	$0					$0
31	Indian Health Facilities (Prior Y	$0					$0
32	Others	$0					
33	TOTAL, Other	$0		$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$7,321,695**	**$2,677,209**	**$335,711**	**$237,893**	**($204,781)**	**$10,367,728**

Footnotes:

The FA program funding amount in column 1 and 2 are as of amendment number 12, dated 9/23/2017

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in with Sec. 4 of the FA.

Kodiak Area Native Association
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, S — **No** (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" : — **Yes** (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs	$586,652	$8,970	$1,672	$597,294	$49,774	$199,098
Supply Service Center			$0	$0	$0	$0
Other	$17,000		$48	$17,048	$1,421	$5,683
SUBTOTAL H & C	$603,652	$8,970	$1,720	$614,342	$51,195	$204,781
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL ENVIRONMENTAL HI	$0	$0	$0	$0	$0	$0
Withhold Total	**$603,652**	**$8,970**	**$1,720**	**$614,342**	**$51,195**	**$204,781**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 months i

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agr

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .

Name of Tribe/Tribal Org. **Kodiak Area Native Association** **58G950027**

Contract/Compact Period October 1, 2017 through September 30, 2018

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.026458395		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$2,264,157		$88,515	$137,982	($204,781)	$2,285,874
2	Dental	$40,343		$5,426	$7,938	$0	$53,707
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8	Immunization (AK only)	$1,576		$9,134	$0	$0	$10,710
9	Direct Operations	$8,595		$111,913	$47,796		$168,304
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$3,136,580	$0	$282,637	$228,541	($204,781)	$3,442,978
15	Purchased/Referred Care	$3,744,893		$37,088	$9,352		$3,791,332
16	Environmental Health Support	$0		$15,062		$0	$15,062
17	Facilities Support	$0		$924			$924
18	OEHE Support	$0			$0		$0
19	Maintenance & Improvement	$0	$64,540		$0		$64,540
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$35,726				$35,726
23	TOTAL, Facilities	$0	$100,265	$15,986	$0	$0	$116,252
24	Current year CSC Direct	$440,222					$440,222
25	Current year CSC Indirect	$0	$2,576,944				$2,576,944
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$440,222	$2,576,944	$0	$0	$0	$3,017,166
29	Quarters	$0					$0
30	Contract Health Services (Prior Y	$0					$0
31	Indian Health Facilities (Prior Ye	$0					$0
32	Others	$0					
33	TOTAL, Other	$0		$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$7,321,695**	**$2,677,209**	**$335,711**	**$237,893**	**($204,781)**	**$10,367,728**

Footnotes:

The FA program funding amount in column 1 and 2 are as of amendment number 12, dated 9/23/2017

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in acc with Sec. 4 of the FA.

The Alaska Area & HQ OFA have collaborated, communicated, and cleared the funding distribution for the Alaska Title V Compact and its FAs for FY2018 including the funding shown above for the KANA.

Financial Management Officer 7/25/18 Date

Appendix B

Resolution No. 05-07

KODIAK AREA NATIVE ASSOCIATION
BOARD OF DIRECTORS
Resolution No. 05-07

TITLE: DELIVERY OF HEALTH CARE SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE

WHEREAS, the Kodiak Area Native Association is a tribal consortium of federally recognized Alaska Native tribes on Kodiak Island; and

WHEREAS, the Kodiak Area Native Association (KANA) has been controlled, sanctioned, and chartered by the governing bodies of the Alaska Native villages on Kodiak Island to undertake all available opportunities under the Indian Self-Determination and Education Assistance Act (ISDEAA), as amended, to promote Alaska Native control, management and operation of all health programs serving the Alaska Native people of Kodiak Island, and such authorization has been expressed in the form of resolutions on file with the Alaska Area Office of the Indian Health Service; and

WHEREAS, based on the authorizations provided by the federally recognized tribes of Kodiak Island, KANA is a "tribal organization" under Section 4(*l*) and 501(b) of the ISDEAA, as amended [25 U.S.C. § 450b(*l*) and 458aaa]; and

WHEREAS, KANA operates health programs and facilities under the terms and conditions of the Alaska Tribal Health Compact and funding agreements negotiated between KANA and the Department of Health and Human Services, Indian Health Service under Title V of the ISDEAA, as amended; and

WHEREAS, the Indian Health Care Improvement Act, section 813(b)(1)(B), authorizes the governing body of KANA to determine whether, and to what extent, KANA will provide services to individuals not otherwise eligible for health services funded by the Indian Health Service (*i.e.*, "non-beneficiaries"); and

WHEREAS, Section 813 further provides that the governing body shall consider whether the provision of such services will result in a denial or diminution of services to eligible Indians, and whether there are reasonable alternative health facilities or services available to serve these non-beneficiaries; and

WHEREAS, the KANA Board of Directors makes the following findings and determinations regarding KANA providing services to non-beneficiaries living in the remote communities on Kodiak Island:

1. KANA operates the only health programs in the Kodiak Island villages of Akhiok, Karluk, Larsen Bay, Old Harbor, Ouzinkie, and Port Lions, and there is no road

access to any of these communities; therefore the KANA Board determines that no reasonable alternative health facilities or services are available to serve the non-beneficiaries in these locations and the provision of services to non-beneficiaries in these communities will not diminish services available to beneficiaries;

2. based on the finding and determination herein the KANA Board authorizes the full range of health care services be provided to non-beneficiaries in the above listed Kodiak villages including diagnostic or ancillary services, which may be provided at the KANA Clinic in Kodiak or through referral agreements KANA relies upon for IHS beneficiaries which do not require the patient leave the village;

3. the type and extent of services provided to non-beneficiaries may vary from village to village at the discretion of the KANA Board of Directors, who shall consider the extent of the need for services, whether there has been any change in the availability of altemative health facilities or services, and whether providing the service will cause diminishment in the availability of services to beneficiaries; and

WHEREAS, the KANA Board of Directors makes the following findings and determinations regarding KANA providing services to non-beneficiaries living in the city of Kodiak:

1. KANA is the only provider of certain Behavioral Health Programs (e.g., Anger Management Classes, Recovery Camp) in the city of Kodiak, and there is no road access to another city where such services may be provided; therefore, the KANA Board determines that no reasonable alternative services are available for certain Behavioral Health Programs in Kodiak and the provision of such services to non-beneficiaries will not diminish services available to beneficiaries;

2. based on continued relevancy regarding the findings and determination regarding services available in Kodiak, the KANA Board authorizes that certain Behavioral Health Programs may be provided to non-beneficiaries in the City of Kodiak; and

WHEREAS, KANA has established billing procedures to ensure that all non-beneficiaries are held liable for receipt of health services and KANA has entered into agreements with the State of Alaska to ensure payment by the State for services offered to indigent non-beneficiaries, as required by Section 813 of the Indian Health Care Improvement Act, as amended [25 U.S.C. § 1680c]; and

WHEREAS, the KANA Board of Directors has determined that the conditions of Section 813 of the Indian Health Care Improvement Act, as amended [25 U.S.C. § 1680c], are satisfied;

NOW THEREFORE BE IT RESOLVED that the Board of Directors for the Kodiak Area Native Association hereby authorizes the extension of health services from the Kodiak Area Native Association to non-beneficiaries at the locations and to the extent described in this resolution; and

BE IT FURTHER RESOLVED that the Board of Directors for the Kodiak Area Native Association will, at a future date, limit or eliminate access to such health services by non-beneficiaries should reasonable alternative health facilities become available or the provision of such services diminish the provision of health services to beneficiaries of the Indian Health Services.

In Witness whereof, we have signed this instrument and caused the corporate seal of said Corporation to be hereunto affixed the 15th day of December 2004.

Freddie Christiansen, Chairperson

Alicia L. Reft, Secretary

Attested to by:

Rita L. Stevens, President/CEO

Appendix C

FY 2016 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO KODIAK AREA NATIVE ASSOCIATION FOR FY 2016

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Kodiak Area Native Association (KANA) under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with KANA's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2016, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by KANA to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties,

statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by KANA or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.

2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.

3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.

4. Public health coordination with Tribal, state and federal governments.

5. Provide legal advice and consultation on behalf of the Secretary.

6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.

7. Eligibility determinations assistance.

8. Equal Employment Opportunity program management in support of federal employment rights.

9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures.*

10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including

a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;

b. Submission of electronic health record data to IHS National Data Warehouse; and

c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs)

for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

1. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L.93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office. (Surcharge funded services are also provided as needed and are noted with an asterisk (*))	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including those in support of Tribally managed programs.

2. Maintain or develop Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).

3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.

4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.

5. Provide assistance to tribally managed facilities in acquiring excess federal property.*

6. Maintain the federal property inventory process including excess and disposal.

7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.*

9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.

10. Provide technical assistance to Tribally managed facilities on procurement issues.

11. Maintain the federal credit card program.

12. Privacy Act and Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $44 million).

c. Directly allocate IHS resources (currently approximately $15 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics (VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 490 federal (includes 190 IPA & 300 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.
8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.
9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.
10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.
11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.
12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 430 federal employees employed either directly or through Civil Service IPAs (130) or Commissioned Corps MOAs (300):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.
2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.
3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.
4. Counsel Civil Service employees.
5. Administer performance management program for non-IPA/MOA Civil Service employees.
6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.
7. Process personnel actions for Civil Service employees.
8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.
9. Correct pay and leave errors.
10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 300 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.

2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.

3. Maintain unofficial files and records for Commissioned Officers.

4. Process required federal personnel actions for Commissioned Officers including orders for deployment.

5. Assist and consult with officers and their supervisors.

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3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations

2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 14 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2012, the Alaska Area received in excess of $5.1 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 12/8/2017

Kodiak Area Native Association
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____
Andrew P. Teuber, President

Date: 5/23/17

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Kodiak Area Native Association

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Kodiak Area Native Association (hereinafter "KANA") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), KANA has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of . . . IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by KANA on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to KANA shall be determined under section 2 below. KANA's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. KANA may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, KANA may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by KANA.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to KANA.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services KANA proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent KANA from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by KANA and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by KANA.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to KANA under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing

services to KANA.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of KANA. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by KANA and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. KANA assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by KANA shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of KANA.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by KANA under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The KANA is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of

employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3; "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. KANA agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds.

These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged KANA for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to KANA of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by KANA authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services KANA proposes to purchase from the IHS. In such case, no monthly payments are due from KANA. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to KANA and adjustments in the amount of withhold or payments needed to pay for all services KANA has purchased, or proposes to purchase, will be made to the IHS by KANA. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount KANA hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being

purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount KANA hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to KANA of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from KANA for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to KANA due to Congress authorizing continuing resolutions or other delays in making lump sum payments to KANA.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to KANA within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and KANA will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to KANA, any over recovery by the IHS must be returned to KANA and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by KANA.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from KANA.

3.4 Use of Other Funds Due KANA to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to KANA, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of KANA's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to KANA under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by KANA under this Agreement in a manner agreeable to KANA and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, KANA may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. KANA shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 1/30/09

Kodiak Area Native Association
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Andrew Teuber

Date: October 2, 2008

Appendix E

FY 2018 Facilities List

APPENDIX E

TRIBAL FACILITIES AND LOCATIONS

The Kodiak Area Native Association (KANA) operates the programs described in this funding agreement out of more than one facility or location. These facilities and locations include, but are not limited to the facilities and locations listed in this appendix, which is incorporated by reference into KANA's funding agreement.

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where KANA owns, leases, occupies, or otherwise uses real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Facilities Operated by Kodiak Area Native Association

Within the City of Kodiak

Kodiak Area Native Association, 3449 East Rezanof Drive, Kodiak, AK 99615
Kodiak Area Native Association Satellite, 3400 East Rezanof Drive, Kodiak, AK 99615
Kodiak Area Native Association, 3484 Rezanof Drive East, Kodiak, AK 99615
Kodiak Area Native Association, 3472 East Rezanof Drive, Kodiak AK 99615
Maintenance Facility located on Trinity Islands, Tract B
Kodiak Area Native Association, 111 Rezanof Drive West, Kodiak, AK 99615
Kodiak Area Native Association, 194 Alimaq, Kodiak, AK 99615
KANA Satellite Clinic, 2414 Mill Bay Road, Kodiak, Alaska 99615
Kodiak Area Native Association Behavioral Health Services, 323 Carolyn Street, Kodiak, AK 99615

Within Kodiak Island Village Communities

Akhiok Village Clinic, 125 Airport Way, Akhiok, AK 99615
Akhiok Health Center, 165 D Street, Akhiok, AK 99615
Old Harbor Village Clinic, 600 Birch Street, Old Harbor, AK 99643
Karluk Village Clinic, 26 Alex Brown Street, Karluk, AK 99608
Karluk Behavioral Health Clinic, 210 School Avenue, Karluk, AK 99608
Ouzinkie Village Clinic, 3rd and C Street, Ouzinkie, AK 99644
Port Lions Village Clinic, 501 Molina, Port Lions, 99550
Larsen Bay Village Clinic, 3rd Street, Larsen Bay, AK 99624
Port Lions, Housing for Employees, 110 Ptarmigan Road, Port Line, AK 99550

Other Facilities Not Operated by Kodiak Area Native Association

From time to time KANA provides healthcare services including medical, dental, behavioral health and other community health services at locations outside of KANA operated facilities. The following locations have been identified:

Providence Kodiak Island Medical Center, 1915 East Rezanof Drive, Kodiak, AK 99615
Kodiak Senior Center, 302 Erskine Ave., Kodiak, AK 99615

Kodiak Teen Center, 410 Cedar St., Kodiak, AK 99615
Kodiak Public Schools (various addresses)
Kodiak Community Health Center, 1911 East Rezanof Drive, Kodiak, AK 99615
United States Coast Guard Base
Naval Special Warfare Cold Weather Detachment, 4200 Spruce Cape Road, Kodiak, AK 99615

Akhiok Multipurpose Building
Akhiok Public School
Karluk Church
Karluk Community Center
Karluk Public School
Larsen Bay Public School
Larsen Bay Senior Center

Ouzinkie Multipurpose Building
Ouzinkie Preschool and Library, 108 3rd Street, Ouzinkie, AK 99644
Ouzinkie Public School
Old Harbor Cultural Center
Old Harbor Public School
Old Harbor Preschool, Route 1, Three Sister Avenue, Old Harbor, AK 99643
Old Harbor Senior Center
Port Lions Preschool, 206 Airport Road, Port Lions, AK 99550
Port Lions Public School
Port Lions Tribal Building/Senior Center

KANA may provide services at other locations on Kodiak Island from time to time which may include domestic violence shelters, community centers, schools and other settings.

Appendix F

Actions Requiring IHS Environmental Review and Determination

APPENDIX F – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by KANA, KANA shall submit a proposal package that includes a completed Project Summary Document (See Appendix G) and Environmental Information and Documentation Form (See Appendix H) to the IHS. Coordination time between KANA and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between KANA, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
☐	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
☐	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
☐	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
☐	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
☐	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
☐	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
☐	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

☐	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
☐	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
☐	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
☐	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
☐	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
☐	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
☐	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
☐	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow KANA and IHS to resolve them early.

Appendix G-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix G-5

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title Date Environmental Coordinator Date

Funding Agreement
between
NATIVE VILLAGE OF EKLUTNA
and
the Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Years 2018–2020

This Funding Agreement is entered into by and between the Native Village of Eklutna and the Secretary of the Department of Health and Human Services of the United States of America. The Native Village of Eklutna has been authorized by resolution of the Tribal Council to enter into this Funding Agreement and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the Indian Health Service.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities ("PSFAs") of the Alaska Area Office and the Alaska Native Medical Center ("ANMC") have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service ("IHS") shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium ("ANTHC") and Southcentral Foundation ("SCF") on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its responsibilities as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, as amended ("the Act"), and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact ("Compact") between the Native Village of Eklutna ("Eklutna") and certain other Co-Signers thereof and the United States in Fiscal Years 2018–2020.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Co-Signer, PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide

the remaining PSFAs, which have not been included in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service ("AANHS") reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and Eklutna will not be denied access to, or services from, Headquarters. Specifically, Eklutna will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to Eklutna. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve Eklutna's technical issue, OIT's support of Eklutna will include technical support needed on-site by Eklutna. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, Convert Site Data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska Connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization			X

[1] All references to Appendix A and Appendix B in this Funding Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
Algorithm) Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-site Training Instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installation)			X
National Patient File (2000) Conversion			X
Envoy (WebMD) Installation			X
Additional Services – Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, Eklutna shall have access to training, continuing education, and technical assistance in the manner and to the same extent Eklutna would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR § 74.36 and 45 CFR § 92.34, in works which IHS possessed, reproduced, published, and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by Eklutna under this and previous funding agreements and contracts, Eklutna has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.2 Historical PSFAs. Eklutna has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, Eklutna attached to its FY 2000 Funding Agreement Addendum 1 entitled "Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from Eklutna's FY 1999 Funding Agreement. The addendum was attached to the FY 2000 Funding Agreement only for the purpose of identifying historical levels of PSFAs received by Eklutna from ANMC and AANHS, and is specifically not made a part of this Funding Agreement.

1.3 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

1.4 Access to Federal Insurance. IHS will assist Eklutna to obtain information about the coverage, rights, and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available), and the procedures by which Eklutna may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 2 – Obligations of the Co-Signer. This Funding Agreement obligates Eklutna to be responsible for and to provide health PSFAs, utilizing the resources transferred under this Funding Agreement and other funds as they may become available to Eklutna. This Funding Agreement further authorizes Eklutna to consolidate and redesign PSFAs identified in Section 3 [Tribal Programs and Budget] as provided in the Indian Self-Determination and Education Assistance Act, as amended, and the Compact.

Section 3 – Tribal Programs and Budget. Eklutna agrees to provide and be responsible for the health PSFAs as identified below in accordance with the Compact and this Funding Agreement. For the purposes of the Funding Agreement, Eklutna's General Budget Categories consolidate related health PSFAs as listed below. Eklutna is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services.

The Tribal Health Services Program (THSP) of the Native Village of Eklutna has been designed and established to provide tribal members with service personnel to address a wide variety of health and social service needs. Such services include, but are not limited to: primary health care services; Emergency Medical/First Responder Services; public safety services; child and family advocacy services; assisting the community with health maintenance, interpretation, access, and/or referral to other services; provision of health promotion and disease prevention services and educational opportunities; provision of substance abuse prevention, intervention, assessment, outpatient and after-care services; tribal wellness activities; and provision of counseling on a wide variety of concerns. This program has four goals which are: (1) to provide the services; (2) to manage the services; (3) to evaluate the services to monitor quality assurance; and (4) to report the outcomes of the services provided in efforts to meet the ever changing need(s). All programs are provided subject to the availability of funds and under the direction of the tribal health director, tribal administration and tribal council, which provides policy, administrative, and executive direction. Eklutna's wide range of services are provided and facilitated directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-Signers, including through field clinics, referral to ANMC, and other arrangements with Tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of Eklutna at Eklutna's direction.

3.1 Primary Health Care Services. Primary Health Care Services may include, but are not limited to:

3.1.1 setting up/scheduling appointments as needed or when needed for members at ANMC/Other medical facilities;

3.1.2 maintaining patient charts/files documentation for tribal program records, and referral efforts to physicians or specialty clinic personnel;

3.1.3 providing primary care, including preventive, antenatal, and emergency/urgent care services on an outpatient basis;

3.1.4 providing ancillary and support services, including x-ray and radiology services.

3.1.5 transportation to medical facility by van and privately owned vehicles, including qualified escorts in accordance with Section 213(a) of the IHCIA, as amended;

3.1.6 providing home visits, monitoring, and other care to patients who cannot come to the village clinic, such as those who are chronically ill, elderly, or infants;

3.1.7 providing integrated case management and patient referrals;

3.1.8 follow-up care for patients coming from hospitals or other treatment facilities;

3.1.9 interpreting prescriptions for patients, upon request;

3.1.10 preventing, tracking and following-up on infectious disease outbreaks in Eklutna and the immediate surrounding area;

3.1.11 provide referral and paperwork preparation assistance to other community health and social services resources, including, but not limited to, WIC, Food Stamp Office, Alaska Division of Public Assistance, Food Bank, Salvation Army, Catholic Social Services, Alaska Office of Children's Services, and other social services that can contribute to health status;

3.1.12 assist in care and treatment of substance abuse by providing assessments, interventions, referrals, outpatient monitoring, and after care compliance;

3.1.13 maintain a village-based or mid-level health clinic; and

3.1.14 provide behavioral health services including, but not limited to, behavioral health referrals, drug and alcohol abuse treatment, individual and family case management/counseling provided with and without medication treatment, tobacco cessation and control, suicide prevention; and weight loss services; services provided by master of social work (MSW), licensed clinical social worker (LCSW), behavioral health aides/practitioners.

3.2 Emergency/Urgent Medical Services. Emergency/Urgent Medical Services may include, but are not limited to:

3.2.1 providing First Responder services during medical emergencies, within the scope of the responder's training (responders may include, but are not limited to medical assistants, EMTs, nurses, and midlevel practitioners.);

3.2.2 when appropriate, coordinating treatment and care with physician and municipal EMS providers;

3.2.3 maintaining trauma kits, an EMS supplies cabinet, and earthquake medical emergency supplies kit;

3.2.4 providing leadership, training, and supplies for the village volunteer first response team;

3.2.5 escorting and monitoring patients to a hospital/referral facility, as directed by referral physician/facility or the Eklutna provider; and

3.2.6 handling minor emergencies such as cuts, scrapes, burns, bee stings, slivers, etc.

3.3 Dental Services. Provides comprehensive services to raise the dental health and lower the incidence of dental disease, including, but not limited to, general dentistry, dental hygiene, dental education.

3.4 Community Safety and Injury Prevention Services. Eklutna provides community support, education; and liaison with local, state, and federal agencies directed at preventing intentional and non-intentional injury and death.

3.5 Preventative Care Education Services. Preventative Care Education Services may include, but are not limited to, training about health promotion, disease prevention, prenatal, postnatal, well baby, family planning, substance abuse treatment, mental health education, educational activities, recreational activities, home visits, immunizations, blood pressure checks, oral health programs, and counseling.

3.6 Child and Family Advocacy and Behavioral Health. To the extent resources permit, Eklutna provides a broad comprehensive child and family advocacy and behavioral health program, which includes case management; prevention and intervention services to respond to child physical abuse, sexual abuse, and neglect, and other conditions that place a child at physical or emotional risk, including, but not limited to, support services for children, youth, and families, therapeutic activity and educational components aimed at recovery and healthy living skills and relationship development; individual, family and group counseling; family reunification support services; health related aspects of recruitment and certification of foster homes for Alaska Native and American Indian children; health related collaboration with State child protection and law enforcement agencies, with tribes and tribal organizations, and with other child and family advocacy and programs; and, health related aspects of recruitment of potential adoptive families which supports efforts to find permanent safe homes for Alaska Native and American Indian children.

3.7 Wellness.

3.7.1 Generally. Eklutna promotes the physical, mental, and spiritual well-being of individuals, families, and the Tribe through all of its programs. This includes promotion of cultural traditions, healthy relationships, sobriety, and self-sufficiency.

3.7.2 Environmental Health. Eklutna provides environmental health, including, but not limited to, monitoring and carrying out clean-up of water and soil contaminants; consultation, advocacy, facilitation, and training regarding such matters as septic systems, landfills, hazardous materials disposal, and safe drinking water; identification, evaluation, and control of biological, chemical, and physical factors in the environment that may have an adverse impact on health; working with State and local agencies to reduce air contamination; and working

directly and with governmental agencies to improve road safety and the availability of emergency transport.

3.7.3 Nutrition and Fitness. Eklutna provides nutrition education, food supplements, counseling, monitoring, and other services for those who are at nutritional risk; and programs to encourage healthy and subsistence-based lifestyles and individual and community wellness, through community and individual activity, physical fitness, and other wellness programs.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,[2] Eklutna carries out public health, epidemiology, and health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purpose of:

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Tribal Health Management Support. Administers and manages the delivery of certain health care services, including, but not limited to, performing personnel management functions, providing evaluation and assessment of programs, and managing sub-contracts.

3.10 Ancillary and Support Services. Eklutna provides ancillary and support services including but not limited to, laboratory orders, provision of health office administrative duties, health records, medical coding and billing functions, social service referrals, planning and implementation of an Electronic Health Records system, and information services in support of all of its health services.

3.11 Facilities Management and Planning. Eklutna provides procurement of materials and services; materiel management; facilities management; planning, development, and coordination of design of facilities; and maintenance and operation of all facilities and properties used by Eklutna under this Funding Agreement, including facilities owned or leased by Eklutna. Eklutna also provides facility engineering; management of construction, demolition, and clean-up of its non-federal properties that it uses in support of its PSFAs under this agreement.

3.11.1 The attached lease for the Eklutna Village Clinic is incorporated in this funding agreement and made a part thereof.

3.12 Other Programs/Services Funded.

3.12.1 Generally. This funding agreement includes programs, functions, services, and activities resulting from tribal redesign, or consolidation, reallocation, redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services, and

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2 The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.12.2 Non-IHS Funding. Eklutna will complement and supplement the PSFAs described in Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], 7 [Program Income] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.13 Applicability of the Federal Tort Claims Act. The Federal Tort Claims Act applies to Eklutna's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage, Insurance] of the Alaska Tribal Health Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

3.14 Tribal Facilities and Locations. Eklutna operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix C, which will be submitted prior to the effective date of this Funding Agreement, and will be incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

3.15 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, Eklutna shall be the payer of last resort.

Section 4 – Amounts Available During the Term of the Funding Agreement

4.1 The following amounts shall be available to Eklutna in Fiscal Years 2018–2020 pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[3]

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[3] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and Eklutna for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

	Annual Funding
Recurring base: Inclusive of all recurring funding, including recurring contract support funds.[4]	$ 147,406
Non-recurring funding.[5]	$ 43,337
Subtotal: (This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreement])	$ 190,743
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement.[6]	$ 20,769
Headquarters - Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$ 14,140
Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	$ 47
Subtotal – Tribal Shares[8]	$ 34,957
TOTAL COMPACT FUNDING[9]	$ 225,700

4 A breakout of these funds is shown in Appendix A. See Footnote 3.

5 A breakout of these funds is shown in Appendix A. Non-recurring funds will not be specifically identified in this Agreement, but will be provided to the Native Village of Eklutna in the future to the same extent as they have historically been provided. See Footnote 3.

6 Funds from Area were distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A. In addition to the Funding amount, prior to the effective date of Section 325 of P. L. 105-83, Eklutna restricted Area tribal shares in an amount identified as "Subtotal Area TS Amount" in the "Eklutna Restricted" column on Page 1 of Appendix A on page 1. See also Addendum 3, Item A, regarding these funds.

7 Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the Funding amount, Eklutna is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "Eklutna Restricted" column on Page 1 of Appendix A.

8 The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability have not been determined. This amount will be adjusted to make available all funds for which the Native Village of Eklutna is eligible.

9 For the reasons noted regarding the amounts that make up this total and because full funding amounts for under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

These amounts are subject to additions of third party reimbursements and for new funds received during the term of this Funding Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the Indian Self-Determination and Education Assistance Act, as amended. Any amounts remaining unspent under Contract No. 243-91-0019, or previous Funding Agreements, after adjustment and reconciliation of the withheld amounts for supplies and services, if any, as of the last day of the fiscal year, shall be included in this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $0 is for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due Eklutna was determined by multiplying the FY 2017 Equipment Replacement amount paid to Eklutna by 90%. The final Equipment amount paid in FY 2018 will be based on the final FY 2018 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2018 Equipment Replacement allocation, is less than the 90% calculation, Eklutna will return the difference to IHS. *See also* Appendix A, footnote to line 22 on page 6.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to Eklutna's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add Eklutna's diabetes grants and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) has been awarded. Any other statutorily mandated grants administered by the Department through IHS may be added to this Funding Agreement after such grants have been awarded. Grant funds will be paid to Eklutna as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. Eklutna will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. Eklutna will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the fiscal year covered by this agreement, which represents the parties' estimate of Eklutna's full CSC requirement pursuant to 25 U.S.C. § 5325, is $48,842, including $5,951 for direct CSC and $42,891 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and Eklutna's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three year (FY 1998 - FY 2000) base budgets implemented for the Alaska Tribal Health Compact for an additional two years (FY 2001 - FY 2002). IHS and Eklutna have subsequently agreed to additional extensions through FY 2020. IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA Amounts[10]	FY 97	FY 2020
Equipment Replacement Funding	Not Included	N/A
Area Tribal Shares	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede PSFAs, as provided in Section 12.3 [Due to Addition of New Programs].[11] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. Eklutna also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs, and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins a tribal consortium shall also be permitted. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of the Funding Agreement] of this Funding Agreement shall be paid to Eklutna, in accordance with Article II, Section 4 (a) [Payment Schedule] of the Compact; payment to Eklutna to be made as follows:

One annual payment in lump sum to be made annually in advance by check or wire transfer.

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10 Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

11 This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

5.2 Availability of Tribal Shares. Eklutna will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withholding.[12] Eklutna may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from IHS] of the Compact, as permitted by law. Eklutna does not wish to exercise this option at this time. If Eklutna chooses to accept this option during the effective period of this Funding Agreement, Eklutna and IHS will amend this Funding Agreement to incorporate the common Compact Funding Agreement provision applicable to Buyback/Withhold and Eklutna and IHS will enter into the current common Alaska Tribal Health Compact, Buyback/Withhold Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to Eklutna under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of Eklutna by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to Eklutna in this Funding Agreement shall be adjusted as necessary, after Eklutna has been notified of such pending action and subject to any rights which the Co-Signer may have under this Funding Agreement, the Compact, or the law.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated, or maintained by Eklutna shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1.1 patient medical records, financial records, and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

7.1.2 pursuant to Section 105(o) of Title I, the medical records generated by Eklutna shall, at the option of Eklutna be stored with the National Archives and Records Administration, and Eklutna shall have access to such records.

7.2 Confidentiality Standards. Eklutna will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162 and 164. If a record is not subject to HIPAA, Eklutna will

12 Eklutna does not currently carry out any of its programs under this subsection.

maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 – Program Rules. Eklutna will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance with applicable standards and guidelines adopted by the tribal council.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, Eklutna does not agree to be subject to any agency circular, policy, manual, guidance, or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless Eklutna has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix E. Where Eklutna plans to undertake an action, as described in Appendix E. Where Eklutna plans to undertake an action as described in Appendix E, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and Eklutna has not assumed these responsibilities, Eklutna will provide IHS with a Project Summary Document (see Appendix F-4) and a completed Environmental Information and Documentation Form (see Appendix F-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by Eklutna until IHS completes its compliance responsibilities and so advises Eklutna with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 10 – Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, shall be six months from the date of the request by the Native Village of Eklutna. Retrocession may be effective with less than six months notice, providing the Native Village of Eklutna and IHS agree to an effective date of less than six months from the date of the retrocession request.

Section 11 – Consolidation of Contracts and Previous Funding Agreements. The contracts listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, services, functions, activities, materials, and facilities provided to the Tribes represented by Co-Signer.

Contract No: 243-91-0019, as modified.

Section 12 – Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment and shall require written consent of the Native Village of Eklutna and the United States. Participation or written consent of Tribes and Co-Signer(s) not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should Eklutna determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from the Co-Signer back to IHS and the pro-rata share of funding for that program, service, function or activity shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses, including, but not limited to Workers Compensation to any Co-Signer.

12.3 Due to Addition of New Programs. Should Eklutna determine that it wishes to provide a program, function, service, or activity of IHS not included in this Funding Agreement, Eklutna shall submit a proposal to IHS to provide such program, service, function, or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Eklutna may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS, the Alaska Area Office shall prepare within 30 days an amendment to this Funding Agreement and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. Co-Signer shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements, and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to Co-Signer. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

12.5 Other Adjustments. Upon written authorization by the Native Village of Eklutna and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to Eklutna, for the purpose of reimbursing IHS for services or equipment provided to Eklutna to assist the Native Village of Eklutna in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by Eklutna shall be submitted in writing to IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except

as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraphs 12.4 [Due to Availability of Additional Funding], and 12.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by Eklutna shall be processed in accordance with Section 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of Eklutna shall only be required for issuing amendments for those funds which:

12.7.1.1 require a change to Section 3 – Tribal Programs and Budget;
12.7.1.2 require a specific commitment by Eklutna (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
12.7.1.3 reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Due to Congressional Action].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;
12.7.2.2 Program/Area/HQ End-of-Year Distributions;
12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Eklutna will return the unused amount to the IHS CHEF account;
12.7.2.4 CHS Deferred Services;
12.7.2.5 Routine Maintenance & Improvement; or
12.7.2.6 Collections and reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to Eklutna after any such funds are added to the Funding Agreement. Eklutna retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13– Third Party Recoveries. Any funds recovered by Eklutna through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by Eklutna or for such services previously provided by IHS in a PSFA now operated by Eklutna, shall be the property of Eklutna and shall be considered program income to be utilized by Eklutna as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the Compact.

Section 14 – Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c (Section 813), authorizes the governing body of a Tribe carrying out health services of IHS under the Indian Self-Determination and Education

Assistance Act to determine whether the health services should be provided under the Tribe's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law." 25 U.S.C. § 1680c(c)(2). The Eklutna Tribal Council has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2011-1. Resolution No. 2011-1 is attached as Appendix D and incorporated by reference herein. Eklutna may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 2011-1.

Section 15 – Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters are set forth in an attachment to this annual Funding Agreement, which shall be identified as Addendum 2, "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion, and resolution as appropriate. Eklutna does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 16 – Severability.

This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 17 – Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), Eklutna exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

17.1. 25 U.S.C. § 5304)(e) (definition of "Indian Tribe");

17.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);

17.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);

17.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);

17.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);

17.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);

17.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);

17.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);

17.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 18 – Effective Date and Duration. This Funding Agreement became effective on October 1, 2017, and will remain in effect through the 2020 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 6/27/19

Native Village of Eklutna

By: _____
Aaron Leggett, President

Date: 6/3/19

Appendix A

FY 2018 Financial Summary

Native Village of Eklutna

Appendix A - Financial Summary Tribal Shares Funding Agreement FY 2018

Tribal Share Summary Native Village of Eklutna	FY 2018 Negotiated Amount	EKLUTNA Restricted	Total Due EKLUTNA	Initial Lump Sum Payment
Area TS Amount	$20,835	$66	$20,769	$20,769
	0		0	0
Subtotal Area TS Amount	$20,835	$66	$20,769	$20,769
Headquarters TSA Amount	$15,938	$1,798	$14,140	$14,140
Headquarters Other Program Formula (OEHE)	$48	$1	$47	$47
Subtotal Headquarters TS amounts	$15,986	$1,799	$14,187	$14,187
Total Tribal Shares	$36,821	$1,864	$34,957	$34,957

Driving Variables Native Village of Eklutna	FY 2018
Population (2010 Census AN/AI population)	44
Tribes (Federally Recognized Tribes)	1
Recurring Base - FY 2013 (less VBC)	$143,136
Percentage of Total Area TS (of all Alaska Tribes)	0.15727%
Percentage of ATHC (of all Title V Alaska Tribes)	0.15922%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Native Village of Eklutna	FY 2018
Area Office (Individual Restricted Only)	
Supply Service Center	NO
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Native Village of Eklutna

Line #	FY 2018 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	EKLUTNA AK Dist.	EKLUTNA Retained	EKLUTNA Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,692,041	$0		$0	$11,692,041	$18,388		$18,388
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) fun	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTH	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$815	$0	$815
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$310		$310
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$307	*$0*	$307
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$1,431	$0	$1,431
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-(	$5,941,211	$244,466		$5,127,476	$569,269	$895		$895
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$66	$66	$0
23	Health Facilities/Main./ Spec. Pr	$1,365,811	$114,204		$1,216,669	$34,938	$55		$55
24	Subtotal OEHE	$7,455,910	$451,352	$0	$6,358,692	$645,866	$1,016	$66	$950
25	**TOTAL AREA OFFICE**	$33,681,748	$3,345,814	$1,580,233	$15,507,619	$13,248,083	$20,835	$66	$20,769

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2018 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY18 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of spac

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Native Village of Eklutna

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares EKLUTNA Eligible shares *Column 3*	Co - Signer 0% Retained *Column 4*	Co - Signer 0 Due *Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$3,946,697	460,974	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	138.054	$220	$0	$220
	105	Management Initiatives		x		$2,044,146	238,756	End of year funds to be dist. on AK TSA formula.		
	106	A.C.O.G. Contract	x			$98,360	11,183	$18	$18	$0
	107	H.P./D.P. Initiatives	x	x		$3,471,665	199,915	$318	$0	$318
	110	N.E.C.I.	x			$1,105,341	123,881	$197	$0	$197
	111	Nurse Initiatives	x			$1,282,333	140.310	$223	$0	$223
	112	Nursing Co-steps	x			$645,848	72,377	$115	$0	$115
	113	Chief Clinical Consultant	x			$276,687	31,013	$49	$0	$49
	115	Emer. Medical Svcs	x			$464,126	41,882	$67	$0	$67
	117	Traditional Advocacy Prog.	x			$100,341	11,245	$18	$0	$18
	118	Research Projects	x			$1,278,011	142,504	$227	$0	$227
	119	A.A.I.P. Contract	x			$26,668	2,987	$5	$0	$5
	120	Clinical Support Center-Phoenix	x			$1,735,059	203,764	$324	$49	$275
	121	Co-steps Non-physicians	x			$81,435	9,113	$15	$0	$15
	123	Physician Residency	x			$276,045	30,940	$49	$0	$49
	124	Recruitment/Retention	x			$2,050,205	229,787	$366	$0	$366
	125	U.S.U.H.S., etc.	x			$3,056,143	342,545	$545	$0	$545
	126	DIR Support Fund	x			$24,857,207	2,756,438	$4,389	$1,220	$3,169
	127	Evaluation	x			$1,060,897	118.925	$189	$0	$189
	128	National Indian Health Board	x			$458,033	50,990	$81	$0	$81
	129	Albq./HQ Administration	x			$889,447	112,439	$179	$0	$179
	130	Nutrition Training Center	x			$344,240	41,707	$66	$0	$66
	131	Diabetes Program- Albq./HQ	x			$1,287,625	150,412	$239	$0	$239
	132	Cancer Prevention- Albq./HQ	x			$715,279	84,080	$134	$0	$134
	133	Health Records	x			$135,956	12,015	$19	$0	$19
	134	AIDS Program	x			$421,975	78,637	$125	$0	$125
	135	Handicapped Children	x			$345,268	40,679	$65	$0	$65
	137	National OIT Sup.- Albq./HQ	x			$8,272,974	923,758	$1,471	$409	$1,062
	154	Prescription Drug Monitoring	x			$1,000,000	114,900	$183	$0	$183
Dental Health							-			
	201	IHS Dental Program	x			$2,480,872	296,334	$472	$0	$472
	202	IHS Dental Program- Program formula		x		$5,211,934		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			$8,457,806	170,804	$272	$0	$272
	302	C.M.I. Grants	x			$620,933	69,307	$110	$0	$110
	303	National Conference	x			$106,289	11.849	$19	$0	$19
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			$3,095,464	507,902	$809	$0	$809
	402	Collaborative Initiatives	x			$834,554	47,681	$76	$0	$76

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Native Village of Eklutna

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares EKLUTNA Eligible shares *Column 3*	Co - Signer 0% Retained *Column 4*	Co - Signer 0 Due *Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		$8,226,856	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib	x			$3,264,397	349,118	$556	$0	$556
Public Health Nursing										
	601	Preventive Health Initiatives	x			$937,654	101,709	$162	$0	$162
	602	Preventive H. Init. - Prog. Formula		x		$2,383,258		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			$1,133,793	127,796	$203	$0	$203
CHR										
	801	IHS CHR Program	x			$2,369,315	263,085	$419	$0	$419
Direct Operations										
	1301	Direct Operations	x			$13,737,638	1,545,170	$2,460	$0	$2,460
	1301a	Direct Operations- OIT	x			$2,694,943	303,120	$483	$102	$381
	1302	Direct Ops Dental	x				-	$0	$0	$0
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		$2,312,098	$344,599	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,569,222	$209,781	$47	$0	$47
	2403	Facilities & Property Support		x		$2,269,845	$225,735	$1	$1	$0
	2404	Facilities Engineering Support		x		$1,359,652	$0	$0	$0	$0
	2405	Engineering Services Support		x		$479,120	$102,635	$0	$0	$0
TOTAL TSA AMOUNT						$94,470,826	$9,895,455	$15,755	$1,798	$14,140
TOTAL PROGRAM FORMULA AMOUNT						$29,802,828	$1,582,480	48	$1	$47
TOTAL HEADQUARTERS TRIBAL SHARE						$125,273,654	$11,592,835	$15,986	$1,799	$14,187

Column 1 - All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septe
Column 2 -All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4). dated 7/22/17 (received from IHS Septen
Includes Chickaloon, Knik and All Alaska HQE TS. Does not include T-1 shares.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provide
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2017 will be add
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution met
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution met
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Native Village of Eklutna** **58G950026**

Contract/Compact Period October 1, 2017 through September 30, 2018

Initial Negotiated Annual Funding Agreement							
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.001572681		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$58,913		$6,076	$8,202	$0	$73,191
2	Dental	$2,188		$323	$472	$0	$2,982
3	Mental Health	$3,101		$1,987	$401		$5,489
4	Alcohol & Substance Abuse	$51,580		$1,312	$885		$53,777
5	Public Health Nursing	$370		$189	$162		$721
6	Health Education	$114		$391	$203		$709
7	Community Health Representati	$19,988		$142	$419		$20,549
8	Immunization (AK only)	$183		$543	$0	$0	$726
9	Direct Operations	$474		$6,652	$2,841		$9,967
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$136,911	$0	$17,615	$13,584	$0	$168,110
15	Purchased/Referred Care	$4,544		$2,204	$556		$7,304
16	Environmental Health Support	$0		$895		$0	$895
17	Facilities Support	$0		$55			$55
18	OEHE Support	$0			$47		$47
19	Maintenance & Improvement	$0	$0		$0		$0
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$446				$446
23	TOTAL, Facilities	$0	$446	$950	$47	$0	$1,444
24	Current year CSC Direct	$5,951					$5,951
25	Current year CSC Indirect	$0	$42,891				$42,891
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$5,951	$42,891	$0	$0	$0	$48,842
29	Quarters	$0					$0
30	Contract Health Services (Prior '	$0					$0
31	Indian Health Facilities (Prior Y	$0					$0
32	Others	$0					
33	TOTAL, Other	$0		$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$147,406**	**$43,337**	**$20,769**	**$14,187**	**$0**	**$225,700**

Footnote:

The FA program funding amount in column 1 and 2 are as of amendment no. 13 dated 11/30/2017

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments with Sec. 4 of the FA.

Native Village of Eklutna
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA. **Yes** (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback' **No** (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs		$0	$0	$0	N/A	$0
Supply Service Center			$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All other costs-			$0	$0	N/A	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
All other costs-			$0	$0	N/A	$0
SUBTOTAL IMMUNIZATIOI	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All Other Costs			$0	$0	N/A	$0
SUBTOTAL ENVIRONMENTAL HI	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 month

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback A

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .

Appendix B

FY 2016 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO THE NATIVE VILLAGE OF EKLUTNA FOR FY 2016

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of the Native Village of Eklutna under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with the Native Village of Eklutna's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2016, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by the Native Village of Eklutna to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant

to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by the Native Village of Eklutna or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures.*
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L.93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office. (Surcharge funded services are also provided as needed and are noted with an asterisk (*))	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including those in support of Tribally managed programs.
2. Maintain or develop Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.
4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.
5. Provide assistance to tribally managed facilities in acquiring excess federal property.*
6. Maintain the federal property inventory process including excess and disposal.
7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.
8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.*
9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.
10. Provide technical assistance to Tribally managed facilities on procurement issues.
11. Maintain the federal credit card program.
12. Privacy Act and Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $44 million).

c. Directly allocate IHS resources (currently approximately $15 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. **Health Facilities:** PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 490 federal (includes 190 IPA & 300 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations

and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 430 federal employees employed either directly or through Civil Service IPAs (130) or Commissioned Corps MOAs (300):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit

programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 300 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 14 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

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3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2012, the Alaska Area received in excess of $5.1 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 11/30/17

Native Village of Eklutna
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____
Lee Stephan, President

Date: 5/22/17

Appendix C

FY 2018 Facilities List

Native Village of Eklutna

Appendix C – Facilities and Locations

In accordance with the Alaska Tribal Health Compact and the Native Village of Eklutna's Funding Agreement, Section 3.13 [Tribal Facilities and Locations], Eklutna owns, leases, occupies or otherwise uses the following non-exhaustive list of real or personal property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

1. Eklutna Clinic
   26341 Eklutna Village Road
   Chugiak, Alaska 99567

Appendix D

Resolution 2011-1



NATIVE VILLAGE OF EKLUTNA

RESOLUTION 2011-1

NATIVE VILLAGE OF EKLUTNA'S TRIBAL COUNCIL SUPPORTS AND AUTHORIZES THE DELIVERY OF HEALTH CARE SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE

Whereas, Native Village of Eklutna is a distinct, independent political community, and as such is qualified and exercises powers of self-government by reason of its original tribal sovereignty as passed down from its ancestors since time immemorial; and,

Whereas, the Native Village of Eklutna's Traditional Tribal Council is the governing body of Eklutna as recognized by the Eklutna Tribe and the Federal Government of the United States; and,

Whereas, the Native Village of Eklutna (Eklutna) is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended; and

Whereas, pursuant to the Alaska Tribal Health Compact and funding agreements negotiated annually there under with the Indian Health Service (IHS), Eklutna carries out the programs, services, functions, and activities (PSFA) of the IHS which include primary, emergency and behavioral health services; and

Whereas, Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c ("Section 813") authorizes the governing body of a Tribe carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribe's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" (non-beneficiaries), 25 U.S.C. § 1680c(c)(2); and

Whereas, Section 813 further provides that in making such a determination, the governing body of the Tribe shall "take into account" whether the provision of health care services to such individuals will result in the denial or diminution of health services to Alaska Natives or American Indians; and

Whereas, the governing body of Eklutna is the Tribal Council, consisting of seven tribal representatives; and

Whereas, the Council has carefully considered the factor identified in Section 813; and

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Whereas, non-beneficiaries make up a small percentage of the persons receiving care from Eklutna practitioners, the Tribal Council has determined that services provided to non-beneficiaries by Eklutna's providers, to the extent described in this resolution, will not result in the denial or diminution of services to IHS beneficiaries; and

Whereas, Eklutna has established billing and collection procedures to ensure that non-beneficiaries are billed an amount that results in recovery of actual costs for the health services they receive from Eklutna providers; and

Whereas, Eklutna has entered into agreements with the State of Alaska to ensure payment by the State for services offered to indigent non-beneficiaries as required by Section 813, of the IHCIA, as amended, 25 U.S.C. § 1680c; and

Whereas, the Tribal Council has determined that Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c(c)(2), is satisfied.

NOWTHEREFORE BE IT RESOLVED, that Native Village of Eklutna's Traditional Tribal Council hereby authorizes the extension of the full range of health care services including, but not limited to, primary, emergency and behavioral health services to non-beneficiaries by the Native Village of Eklutna; and

FURTHER BE IT RESOLVED, that the Tribal Administrator, or his or her designee, is authorized and is directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service; and

FURTHER BE IT RESOLVED, that this resolution shall be in effect until rescinded or amended by future resolutions; and,

FURTHER IT BE RESOLVED, Native Village of Eklutna Constitution Article IV Duties of Officers authorizes the President, and in his/her absence, **the Vice President** to sign any and all documents pertinent to this resolution.

By a voice vote of 7 for; 0 against, 0 abstained and 0 absent, this resolution was duly approved, with a quorum established, on this 25th day of February, 2011.

Dorothy Cook, Chairperson/President

Shirley Craig, Secretary

Appendix E

Actions Requiring IHS Environmental Review and Determination

APPENDIX E – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by Native Village of Eklutna, Native Village of Eklutna shall submit a proposal package that includes a completed Project Summary Document (See Appendix F-4) and Environmental Information and Documentation Form (See Appendix F-5) to the IHS. Coordination time between Native Village of Eklutna and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between Native Village of Eklutna, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
☐	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
☐	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
☐	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
☐	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
☐	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
☐	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
☐	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

☐	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
☐	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
☐	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
☐	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
☐	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
☐	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
☐	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
☐	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow Native Village of Eklutna and IHS to resolve them early.

Appendix F-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix F-5

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title	Date	Environmental Coordinator	Date

FUNDING AGREEMENT
BETWEEN
NATIVE VILLAGE OF EYAK
AND THE
SECRETARY OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE UNITED STATES OF AMERICA
FYs 2015-2017

This Funding Agreement is entered into by the Native Village of Eyak, and the Secretary of the Department of Health and Human Services of the United States of America.

Section 1. Obligations of the IHS.

A. **Generally.** Under the authority of section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Native Health Service (AANHS) and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and AANHS and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, as amended, the Indian Self-Determination and Education Assistance Act, as amended (the Act), and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between the Native Village of Eyak (Eyak) and certain other Co-Signers thereof and the United States in Fiscal Years (FYs) 2015-2017.

In addition, although funds are provided from Headquarters and AANHS in support of this Compact, the IHS will agree to continue to make available to Eyak PSFAs from both AANHS and Headquarters unless 100 percent of the total Tribal Shares (TS) for these PSFAs have been specifically included in this FA. In cases where a portion of TS have been transferred, there may be some diminishment in the level of PSFAs provided by the

IHS. Furthermore, the IHS will reorganize both Headquarters and the AANHS to continue to provide the remaining PSFAs, which have not been included in this FA, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of the IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of the IHS, AANHS" among the Co-Signers and the AANHS reflects the understanding of the parties regarding services to be provided by the AANHS to the Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and Eyak will not be denied access to, or services from, Headquarters. Specifically, Eyak will receive the following services from the IHS Headquarters:

1. **Information Services**. The IHS will provide the full range of Office of Information Technology (OIT) national support to the ANTHC and ANMC. OIT will provide specified services directly to Eyak. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to the Co-Signers as defined in the Assurances Appendix to the ANTHC FA. On request of ANTHC, after good faith efforts to resolve Eyak's technical issue, OIT's support of Eyak will include technical support needed on-site by Eyak. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to Cosigner**	**Indirectly to Cosigner through ANTHC**
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X

[1] All references to Appendix A and Appendix B in this Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

2. **Access to Training and Technical Assistance.** To the extent funds are retained by the IHS, Eyak shall have access to training, continuing education, and technical assistance in the manner and to the same extent Eyak would have received such services if it were not a Self-Governance Co-Signer.

3. **Intellectual Property.** In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR § 74.36 and 45 CFR § 92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by Eyak under this FA, Eyak has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

4. **HIPAA Compliance.** IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

B. **Historical PSFAs.** Eyak has historically received certain PSFAs from the ANMC and the AANHS. Responsibility for these PSFAs have been transferred to the ANTHC and

SCF. During the term of this Agreement, Eyak will work on identifying these historical levels of services.

Section 2. Obligations of Native Village of Eyak. This FA obligates Eyak to be responsible for and to provide health PSFAs identified in Section 3, utilizing the resources transferred under this FA and other funds as they may become available to Eyak. This FA further authorizes Eyak to consolidate and redesign PSFAs as provided in the Act and the Compact. Eyak is obligated to seek third party reimbursement as provided by federal law and is payor of last resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, and as otherwise provided in law, Eyak shall be the payor of last resort. Eyak is committed to and will strive to provide quality health services and will strive to meet standards Eyak believes to be appropriate and applicable to the delivery of those health services.

Section 3. Tribal Programs and Budget. Eyak agrees, subject to the availability of funding, to administer, provide and be responsible for the health PSFAs identified below in accordance with the Compact and this FA. For the purposes of this FA, Eyak's General Budget Categories consolidate related health PSFAs as described in this section for the delivery and improvement of health care and health-related services for Alaska Natives and American Indians residing in the Native Village of Eyak service area.

A. **Programs, Services, Functions and Activities.** Eyak is committed to achieving quality patient care by maintaining qualified staff, equipment, clinical sites and medical services required to promote a comprehensive system for health care service delivery that promotes the well-being of members of the Native Village of Eyak and other eligible beneficiaries and increases self-determination opportunities for locally operated Eyak Tribal programs.

i. **Administrative and Managerial Support Services**: Eyak provides direction, program and staff supervision, organizational and program planning, administrative support (including for telepsychiatry and telecommunications), grant writing, legal consultation, and technical assistance in support of the PSFAs described in this FA. Eyak makes living quarters available to some health care providers. Eyak Tribal Council members and designated staff represent Eyak on a regional, state and national level regarding health service activities under this FA. Eyak also represents its interests related to its health service activities under this FA through the Alaska Native Health Board, ANTHC, Chugachmiut, and Tribal caucus meetings, along with payment of dues and consultation fees.

ii. **Ilanka Community Health Center**: Eyak operates the Ilanka Community Health Center (ICHC), consistent with the provisions of this FA, with funds under this FA. ICHC is a primary care facility providing quality primary health care, including behavioral health and medical visits, on an outpatient basis to IHS eligible patients, and to persons not eligible for IHS funded services in accordance with Section 813 of the Indian Health Care

Improvement Act and Eyak's resolution at Appendix C. Staff may include but is not limited to administrative support staff, nurses, certified nurse assistants, physicians, and patient advocates.

iii. **Community Health Representative**: Community Health Representatives (CHRs) will provide outreach services to identify and address physical and social health needs among tribal members, and elders particularly. The CHRs will provide community based cultural and spiritual activities to promote positive social interaction and cultural pride within the Eyak Village. Activities include culturally relevant health education classes; community gatherings; potlatches; celebrations; traditional food gathering, sharing and distribution. CHRs shall also provide health related domestic violence and sexual assault team activities. The CHRs will form and organize events for the Youth Activity Council and the Cordova Native Ikumat Dance Group as well as organize other community events and the summer camp program (see also Section 3(A)(v) and Section 3(A)(vi)).

iv. **Contract Health Care**: Purchase of health services not otherwise available or accessible to eligible beneficiaries in the Eyak service area through a contractual or open-market basis. Includes but is not limited to providing medical travel funds for patients to travel to ANMC; contracting with Cordova Community Medical Center to cover emergency visits and overnight stays for one night; providing coverage for emergency prescriptions through Cordova Drugs. Program administration includes patient advocacy, monitoring of patient care for appropriateness of services within established program guidelines quality assurance activities and use of cost-containment policies.

v. **Youth Oriented Community Behavioral Health**: Under the direction of the CHR, funding and activities are directed toward improvement of the health of youth. Workshops and activities are made available to American Indian and Alaska Native youth to learn about positive decision making and to build self-esteem. Activities are performed utilizing various resources like elders as teachers of Eyak heritage, tradition and respect through Native art classes and education about and promotion of healthy eating habits. The program also offers scholarships to students to participate in summer camps, traditional Native art classes, fisheries education and many other activities to promote happy and healthy youth. A variety of summer activities are also offered to the youth, including but not limited to Native Youth Olympics, Junior Native Youth Olympics, Youth Activity Council and the Cordova Native Ikumat Dance group.

vi. **Alcohol Prevention**: Provide a part time level one substance abuse counselor to work with tribal members on referrals, coordinate the Sobriety Celebration, work with community service workers and provide outpatient services for clients. Coordinate with other agencies and service providers to

advocate for optimum substance abuse prevention and treatment services available from all resources. Coordinate with local law enforcement and social service organizations to facilitate discussions on drugs and alcohol in the Eyak community; coordinate with Sound Alternatives and ICHC on case management, procedures for involuntary commitment, support for family members and escorts for treatment; network with other local agencies and attend provider meetings; make referrals to ICHC and Cordova Community Medical Center; support Cordova High School Graduation Safe and Sober Night.

vii. **Contract Health Care Dental Services**: Provide dental services through a contract with a local dental provider for comprehensive dental care, including preventative dental care for children.

viii. **Diabetes Prevention**: Eyak will provide primary, secondary and tertiary prevention services including diabetes education, screening, clinical follow-up and case management services, and community and employee activity programs, including group walking activities, elder's weight room activities, laughter fitness, healthy eating and health practice classes, access to a community work-out room and other activities to promote wellness and prevention of diabetes.

ix. **Transportation:** Eyak will provide, subject to funding limitations, air and/or ground patient transportation services (including adult escort, health professional and other escort as Eyak deems appropriate and emergency medevac and non-emergency air transportation services where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance), in any case which an authorized Eyak employee or medical provider deems such mode of transportation necessary. Eyak may provide the above described patient transportation services in accordance with section 213 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621l.

B. **Other Programs/Services Funded.** This FA includes PSFAs resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including Eyak funds or funds from other sources, provided that such consolidation, redesign, reallocation or redirection of funds results in carrying out PSFAs that may be included in the FA pursuant to Section 505 of Title V and Article III, Section 6 of the Compact. Eyak agrees to administer any new health care program resulting from the reallocation of funds and redesign of programs during the term of this FA in accordance with the terms of the Compact.

C. **Non-IHS Funding.** Eyak may complement and supplement the PSFAs described in Section 3(A) [Programs, Services, Functions and Activities] of this FA with funding from sources other than the IHS through this FA, subject to the availability of such other funding

sources. Consistent with Article III, Section 5 [Reallocation], Section 6 [Consolidation with Other Programs], Section 7 [Program Income] of the Compact, non-IHS funds may be added to or merged with funds provided by the IHS through this FA.

D. **Federal Tort Claims Coverage**: The Federal Tort Claims Act applies to Eyak's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

E. **Tribal Facilities and Locations**: Eyak operates the programs described in this FA out of more than one facility or location. These include, but are not limited to, the facilities and locations listed in Appendix D, which is fully incorporated by reference herein.

Section 4. Amounts Available During the Term of This Agreement.

A. The following amounts shall be available to Eyak pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[2]

	Annual Funding
Recurring base: Inclusive of all recurring funding including recurring contract support funds.[3]	$773,797
Non-recurring funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to this FA.[4]	$242,986
Subtotal:	$1,016,783
Area Tribal Shares to include funding identified from AANHS and identified in Appendix A to this FA [5]	$35,942

[2] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA is applicable, a replacement Appendix A will be negotiated between IHS and Eyak for the respective year and amended to this FA and incorporated by reference accordingly.

[3] A break-out of these funds is shown in Appendix A, which is fully incorporated herein.

[4] These non-recurring funds are shown in Appendix A and represent Routine Maintenance and Improvement funds available at the beginning of the FY. Non-recurring contract support cost funds are not available at the beginning of the fiscal year; see Section 4, B. Other non-recurring funds will not be specifically identified in this FA, but will be provided to Eyak in the future to the same extent as they have been historically provided.

[5] Funds from AANHS were distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The AANHS tribal shares included in this FA is the portion based on the

	Annual Funding
Headquarters - TS: Tribal Size Adjustment Pool, including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A.[6]	$25,283
Headquarters - TS: Program Formula Pool - to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined.	$199
ISD support on the TS identified above including funding from both Headquarters and Area Office as identified in Appendix A.[7]	TBD
Subtotal – Tribal Shares[8]	$61,424
TOTAL COMPACT FUNDING[9]	$1,078,208

These amounts are subject to additions for new funds received during the term of this FA including amounts that have historically been distributed as non-recurring funds under Title I of the Act, as amended.

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recurring base fraction segment of the Alaska TSA formula. In addition to the amount specified, prior to the effective date of Section 325 of P.L. 105-83, Chugachmiut, on behalf of Eyak, restricted certain AANHS TS currently in an amount identified as Subtotal Area TS amount in the Eyak Restricted column on Page 1 of Appendix A.

[6] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and Tribal organizations. The Alaska Area TS of Headquarters was first defined using the national IHS recommended methodology. The total Alaska TS was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified in Appendix A.

[7] To be determined. The amount of ISD support on TS will be calculated under Section 4B of this Agreement.

[8] The subtotal of TS does not include certain Headquarters' TS for which the amount or availability have not been determined. This amount will be adjusted to make available all TS for which Eyak is eligible. (*See* footnote 6).

[9] For the reasons noted regarding the amounts that make up this total, all dollar amounts specified in this FA are amounts agreed to as of the date this FA is signed and are subject to amendment to reflect the full amount due under this FA for these FYs.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to Eyak's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, during the term of this FA and subject to actual award, the Secretary will add any such grants to this FA after the grants have been awarded. Grant funds will be paid to Eyak as a lump sum advance payment through the Payment Management System grants payment system as soon as practicable after award of the grant. Eyak will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. Eyak will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

Of the amount shown above for non-recurring program funds, $11,487 are for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as a part of the lump sum due Eyak was determined by multiplying Eyak's share of the FY 2014 Routine M&I amount paid to the Chugachmiut by 90%. The final Routine M&I amounts paid in FYs 2015-2017 will be based on the final FYs 2015-2017 Routine M&I allocations. If the final Routine M&I amounts, as determined by the final FYs 2015-2017 Routine M&I allocations, is less than the 90% calculation, Eyak will return the difference to the IHS. See also Appendix A, footnote to line 19 on page 6.

Of the amount shown above for Headquarters Tribal Share "Program Formula Pool," $4,325 are for Equipment Replacement; the Equipment Replacement amount paid as a part of the lump sum due the Co-Signer was determined by multiplying Eyak's share of the FY 2014 Equipment Replacement amount paid to the Chugachmiut by 90%. The final Equipment amount paid in FYs 2015-2017 will be based on the final FYs 2015-2017 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2015-2017 Equipment Replacement allocation, is less than the 90% calculation, the Co-Signer will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

B. **Contract Support Costs.** Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 450j-1 and §458aaa-7(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2015, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 450j-1, is $308,069, including $80,894 for direct CSC and $227,175 for indirect or indirect-like CSC.[10] This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 450j-1, and, to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC

[10] For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and Eyak for the respective year and amended to this FA in Appendix A.

amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

In addition, the IHS will provide any shortfall report required by section 106(c) of the Act.

C. **Base Budgets.**

1. **Categories and Base Year.** The IHS and Co-Signers, including Chugachmiut on behalf of Eyak, agreed to base budget certain categories of funding for an initial three year period (FY 1998 - FY 2000) followed by an additional two years (FY 2001- FY 2002). The IHS and Co-Signers have subsequently agreed to extend the base budget period at the Co-Signer's option. The IHS and Eyak have agreed the following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	**Base Period for Base Funding**	**Extended through:**
Headquarters TSA Amount[11]	FY 2010	FY 2017
Equipment Replacement Funding	Not Included	
Area TS	Not Included	

2. **Adjustments**. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6 of this FA. Adjustments shall also be permitted for the addition of new Co-Signers to the Compact and when current Co-Signers add or retrocede PSFAs, as provided in Section 11C of this FA.[12] Adjustments also shall be permitted when Co-Signer(s) choose(s) to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. Eyak also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a Tribal consortium shall also be permitted. Co-Signers shall also remain eligible for the distribution of additional TS for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

[11] The Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[12] This includes the addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5. Method of Payment.

A. **Payment Schedule.** Except as provided in subsections (B), (C), and (D) of this section, all funds identified in Section 4 of this FA shall be paid to Eyak, in accordance with Article II, Section 4(a) of the Compact; payment to Eyak to be made as follows:

> One payment in lump sum to be made annually in advance by check or wire transfer.

B. **Availability of Tribal Shares.** As negotiated in this FA, Eyak will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment for each year under the term of this FA.

C. **Buyback/Withhold.** Eyak may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 of the Compact, as permitted by law. Eyak does not wish to exercise this option at this time. If Eyak chooses to accept this option during the effective period of this FA, Eyak and IHS will amend this FA to incorporate the common Compact FA provision applicable to Buyback/Withhold and Eyak and IHS will enter into the current common Compact, Buyback/Withhold Agreement.

D. **Periodic Payments.** Payment of funds otherwise due to Eyak under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of Eyak by check or wire transfer.

Section 6. Adjustments - Due to Congressional Actions: The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to Eyak in this FA shall be adjusted as necessary, after Eyak has been notified of such pending action and subject to any rights which Eyak may have under this FA, the Compact, or the law.

Section 7. Records.

A. **Incorporation of the Privacy Act.** Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by Eyak shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

1. Patient medical records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

2. Pursuant to Section 105(o) of Title I, the medical records generated by Eyak shall, at the option of Eyak be stored with the National Archives and Records Administration, and Eyak shall have access to such records.

B. **Confidentiality Standards**. Eyak will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and codes set regulations, codified at 45 C.F.R. Parts 160, 162 and 164. If a record is not subject to HIPAA, Eyak will maintain the confidentiality of its records in accordance with policies and procedures adopted by the Eyak Tribal Council, which will be consistent with the purposes and guidelines of the HIPAA and the Federal Privacy Act of 1974. IHS retains responsibility for HIPAA compliance for retained IHS health care component activities.

C. **Quality Assurance Records.** Eyak operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8. Program Rules. Eyak will make a best effort to carry out the health PSFAs in this FA in compliance with:

> Joint Commission standards for Hospitals and Ambulatory Care Facilities, as applicable; and Commission on Accreditation of Rehabilitation Facilities (CARF) Standards, as applicable, or other nationally recognized accreditation standards.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V of the Act, Eyak does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9. Retrocession and Discontinuance.

A. **Retrocession.** The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date of a retrocession request of the Compact and FA, in whole or in part, shall be one year from the date of Eyak's request, except as provided below. Retrocession may be effective with less than one year's notice, providing Eyak and the IHS agree to an effective date of less than one year from the date of retrocession request.

B. **Discontinuance.** Eyak may discontinue its participation in the Compact after written notice to the IHS. Notice must be provided one year in advance of the effective date of the request, except that the effective date of a request may be less than one year upon approval of the IHS.

Section 10. Amendment or Modification of this Funding Agreement.

A. **Form of Amendments.** Except as otherwise provided by this FA, the Compact, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of Eyak, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

B. **Services from IHS.** Should Eyak determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from Eyak back to the IHS and the pro-rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

C. **Due to Addition of New Programs.** Should Eyak determine that it wishes to provide an IHS PSFA not included in this FA, Eyak shall submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Eyak may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the AANHS shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the AANHS and added to this FA.

D. **Due to Availability of Additional Funding.** Eyak shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to the AANHS as recurring or non-recurring funds, and this FA shall be amended to provide for timely payment of such new funds to Eyak. Such amendment shall be originated and prepared within 30 days by the AANHS and executed through the AANHS in consultation with Eyak.

E. **Other Adjustments.** Upon written authorization by Eyak and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to Eyak, for the purpose of reimbursing the IHS for services or equipment provided to Eyak to assist Eyak in carrying out the terms of the Compact and this FA.

F. **General Procedures for Amending or Modifying This Funding Agreement.** Amendments or modification proposed by Eyak shall be submitted in writing to the IHS, AANHS Director with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 of the Compact, or as provided above in paragraph D [Due to Availability of Additional Funding] and G [Funding Increases] of this section, a request to amend or modify this FA submitted by Eyak shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

G. **Funding Increases.**

1. Written consent of Eyak shall only be required for issuing amendments for those funds which:

(A) Require a change to Section 3 – Tribal Programs and Budget;
(B) Require a specific commitment by Eyak (*e.g.,* Maintenance & Improvement project and prior FY Sanitation Facility Construction projects); or
(C) Reduce funding other than changes in Congressional appropriations pursuant to Section 6.

2. Amendments not requiring written consent may include, but are not limited to:

(A) Program/Area/HQ Mandatories;
(B) Project/Area/HQ End-of-Year Distributions;
(C) Catastrophic Health Emergency Fund (CHEF), subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Eyak will return the unused amount to the IHS CHEF account;
(D) Contract Health Services (CHS) Deferred Services;
(E) Routine Maintenance & Improvement; or
(F) Collections and reimbursements.

3. Amendments reflecting payment of these funds shall be provided to Eyak after any such funds are added to the FA. Eyak retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

Section 11. Third Party Recoveries. Any funds recovered by Eyak through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by Eyak, or for such services previously provided by the IHS in a PSFA now operated by Eyak, shall be the property of Eyak and shall be considered program income to be utilized by Eyak as provided in Article III, Section 7 of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 of the Compact.

Section 12. Service to Non-Beneficiaries. Services will be provided to non-beneficiaries (i.e., persons who are not Alaska Natives or American Indians) on a fee-for-service basis in accordance with and subject to the provisions of Section 813(c) of the Indian Health Care Improvement Act, as amended, and the resolution of the Eyak. Eyak's Resolution No. 2010-08-02 authorizing the provision of such services is attached to this FA as Appendix C and is fully incorporated herein.

Section 13. Memorializing Disputes. The parties to this FA may have failed to reach agreement on certain matters, which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at Eyak's option, may be set forth in an attachment to this FA, which shall be identified as

"Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this FA, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. Eyak does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 14. Severability. This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 15. Title I Provisions Applicable To This FA. As authorized in 25 U.S.C. § 458aaa-15(b), Eyak exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act:

A. 25 U.S.C. § 450h(d)(1) (related to duty of IHS to provide technical assistance).
B. 25 U.S.C. § 450j(a)(1) (exemption from Federal procurement and other contracting laws and regulations).
C. 25 U.S.C. §450k(b) (conflicting provisions of law).
D. 25 U.S.C. §450*l*(c), section 1(b)(8)(F) (screener identification).
E. 25 U.S.C. §450*l*(c), section 1(b)(9) (availability of funds).
F. 25 U.S.C. §450*l*(c), section 1(d)(1)(B) (construction of contract).
G. 25 U.S.C. §450*l*(c), section 1(d)(2) (good faith).

Section 16. Licensing and Fees. Employees of the Eyak health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 17. Licensure. Licensed Eyak health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 18. Purchase of Health Coverage. Eyak may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 19. Medicare/Medicaid Reimbursements. The parties agree that Eyak may bill and collect Medicare/Medicaid reimbursements directly.

(a) <u>Medicare & Medicaid.</u> Eyak has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. Eyak is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payors for services provided under this Agreement in accordance with

section 401 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1641 and Section 206 of such Act, 25 U.S.C §1621e, as amended.

(b) Recovery Right. Eyak has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 20. Federal Insurance. IHS will assist Eyak to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which Eyak may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 21. Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless Eyak has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix G. Where Eyak plans to undertake an action, as described in Appendix G, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and Eyak has not assumed these responsibilities, Eyak will provide the IHS with a Project Summary Document (see Appendix E) and a completed Environmental Information and Documentation Form (see Appendix F) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by Eyak until the IHS completes its compliance responsibilities and so advises Eyak with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 22. Effective Date and Duration. This Funding Agreement becomes effective on October 1, 2014 and will remain in effect through the federal 2017 fiscal year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 of the Compact.

UNITED STATES OF AMERICA
SECRETARY OF
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ON BEHALF OF THE UNITED STATES

By: _____
Director, Indian Health Service

Date: 5 MAR 16

NATIVE VILLAGE OF EYAK
ON BEHALF OF THE TRIBE

By: _____
Robert Henrichs, President

Date: 5/20/15

Eyak

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2015

Tribal Share Summary Eyak	Total FY 2015 Negotiated Amount	Eyak Restricted	Total Due Eyak	Initial Lump Sum Payment
Area TS Amount	$37,580	$1,638	$35,942	$35,942
	0		0	0
Subtotal Area TS Amount	$37,580	$1,638	$35,942	$35,942
Headquarters TSA Amount	$28,623	$3,340	$25,283	$25,283
Headquarters Other Program Formula (O	$199	$0	$199	$199
Subtotal Headquarters TS amounts	$28,822	$3,340	$25,482	$25,482
Total Tribal Shares	$66,402	$4,978	$61,424	$61,424

Driving Variables Eyak	FY 2015
Population (2010 Census AN/AI popul	344
Tribes (Federally Recognized Tribes)	1
Recurring Base - FY 2013 (less VBC)	$0
Percentage of Total Area TS (of all Ala	0.29425%
Percentage of ATHC (of all Title V Ala	0.29790%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Eyak	FY 201
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Eyak

Line #	Budget Activity/Service	Total Area FY2015 Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	Eyak AK Dist.	Eyak Retained	Eyak Total TS Due
				Trans. Fed.	ANTHC				
est	*LSH*	*(Column 1)*	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,260,350	$0		$0	##########	$33,134		$33,134
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,028,572	$2,283,091	$676,132	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,655,763	$185,820	$191,716	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$95,000	$0	$95,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,763	$54,720	$230,375	$203,668	$0	$0		$0
8	Human Resources	$848,841	$210,962	$355,711	$282,168	$0	$0		$0
9	Human Resources (ANMC) fu	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTI	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$1,525	$1,525	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$579		$579
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$574	*$0*	$574
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHI	$14,361,631	$2,734,593	$1,567,934	$9,148,927	$910,177	$2,678	$1,525	$1,154
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-	$5,900,494	$244,466		$5,127,476	$528,552	$1,555		$1,555
22	Real Property/Realty (FSA)	$145,748	$92,682		$14,547	$38,519	$113	$113	$0
23	Health Facilities/Main./ Spec. I	$1,364,611	$114,204		$1,216,669	$33,738	$99		$99
24	Subtotal OEHE	$7,410,853	$451,352	$0	$6,358,692	$600,809	$1,768	$113	$1,655
25	**TOTAL AREA OFFICE**	$33,032,833	$3,185,945	$1,567,934	$15,507,619	##########	$37,580	$1,638	$35,942

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY14 changes allocated to TS, Residual, & Transitional as of 8.25.14. In FY 2015 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2015 Area proposed residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring bas

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2015 proposed transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY15 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% Rec. Base (less VBC).

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of s

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Eyak

Sub Act.	Line Item	Account	TSA	PF	BB	National 2014 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares Eyak Eligible shares	Co - Signer Eyak Leaves	Co - Signer Eyak Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$917,812	107,200	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	137,044	$408	$0	$408
	105	Management Initiatives		x		#########	236,978	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$97,203	11,101	$33	$33	$0
	107	H.P./D.P. Initiatives	x	x		#########	198,359	$591	$0	$591
	110	N.E.C.I.	x			#########	122,932	$366	$0	$366
	111	Nurse Initiatives	x			#########	138,943	$414	$0	$414
	112	Nursing Co-steps	x			$636,707	71,671	$214	$0	$214
	113	Senior Clinicians	x			$273,439	30,786	$92	$0	$92
	115	Emer. Medical Svcs	x			$458,676	41,575	$124	$0	$124
	117	Traditional Advocacy Prog.	x			$99,174	11,164	$33	$0	$33
	118	Research Projects	x			#########	141,228	$421	$0	$421
	119	A.A.I.P. Contract	x			$26,355	2,965	$9	$0	$9
	120	Clinical Support Center-Phoeni	x			#########	201,447	$600	$92	$508
	121	Co-steps Non-physicians	x			$80,214	9,017	$27	$0	$27
	123	Physician Residency	x			$271,905	30,612	$91	$0	$91
	124	Recruitment/Retention	x			#########	227,820	$679	$0	$679
	125	U.S.U.H.S., etc.	x			#########	338,917	$1,010	$0	$1,010
	126	DIR Support Fund	x			#########	#######	$8,151	$2,266	$5,885
	127	Evaluation	x			#########	117,957	$351	$0	$351
	128	National Indian Health Board	x			$452,654	50,617	$151	$0	$151
	129	Albq./HQ Administration	x			$878,068	111,498	$332	$0	$332
	130	Nutrition Training Center	x			$340,197	41,402	$123	$0	$123
	131	Diabetes Program- Albq./HQ	x			#########	148,747	$443	$0	$443
	132	Cancer Prevention- Albq./HQ	x			$705,701	83,325	$248	$0	$248
	133	Health Records	x			$134,359	11,927	$36	$0	$36
	134	AIDS Program	x			$417,020	78,061	$233	$0	$233
	135	Handicapped Children	x			$340,947	40,350	$120	$0	$120
	137	National OIT Sup.- Albq./HQ	x			#########	916,996	$2,732	$759	$1,972
Dental Health										
	201	IHS Dental Program	x			#########	142,471	$424	$0	$424
	202	IHS Dental Program- Program formu		x		#########		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			#########	168,536	$502	$0	$502
	302	C.M.I. Grants	x			$611,608	68,859	$205	$0	$205
	303	National Conference	x			$104,693	11,773	$35	$0	$35
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			#########	473,745	$1,411	$0	$1,411
	402	Collaborative Initiatives	x			$779,687	45,135	$134	$0	$134

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares

Eyak

Sub Act.	Line Item	Account	TSA	PF	BB	National 2014 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares Eyak Eligible shares	Co - Signer Eyak Leaves	Co - Signer Eyak Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		#########	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			#########	331,053	$986	$0	$986
Public Health Nursing										
	601	Preventive Health Initiatives	x			$898,469	99,994	$298	$0	$298
	602	Preventive H. Init. - Prog. Formula		x		#########		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			#########	125,737	$375	$0	$375
CHR										
	801	IHS CHR Program	x			#########	257,667	$768	$0	$768
Direct Operations										
	1301	Direct Operations	x			#########	########	$4,559	$0	$4,559
	1301a	Direct Operations- OIT	x			#########	300,194	$894	$189	$706
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		#########	$331,334	$0	$0	$0
	2402	Environmental Health Ser. Support		x		#########	$200,296	$86	$0	$86
	2403	Facilities & Property Support		x		#########	$160,949	$1	$0	$1
	2404	Facilities Engineering Support		x		#########	$0	$0	$0	$0
	2405	Engineering Services Support		x		$469,184	$102,153	$112	$0	$112
TOTAL TSA AMOUNT						#########	########	$28,623	$3,340	$25,283
TOTAL PROGRAM FORMULA AMOUI						#########	########	199	$0	$199
TOTAL HEADQUARTERS TRIBAL SH						#########	########	$28,822	$3,340	$25,482

Column 1 - All numbers are based on FY 2014 appropriations and taken from final negotiation tables (table 4), dated 5/8/2014 (receive
Column 2 - All numbers are based on FY 2014 appropriations and taken from final negotiation tables. Tables provided by AANHS on .
Includes Chickaloon, Knik and All Alaska HQE TS.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2
Line 101 - Any funds remaining will be distributed on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution m
Line 105 - Any funds remaining will be distributed on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution m
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provide
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreemen
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Eyak** 58G110100

Contract/Compact Period October 1, 2014 through September 30, 2015

	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	non recurr.	0.002942543	non recurr.	IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$238,053		$9,605	$14,880	$0	$262,539
2	Dental	$7,787		$586	$424	$0	$8,797
3	Mental Health	$2,964		$3,648	$742		$7,354
4	Alcohol & Substance Abuse	$97,025		$2,404	$1,546		$100,975
5	Public Health Nursing	$25,824		$344	$298		$26,466
6	Health Education	$79		$711	$375		$1,164
7	Community Health Reps.	$39,202		$257	$768		$40,227
8	Immunization(AK only)	$131		$909	$0	$0	$1,040
9	Direct Operations	$11,126		$12,017	$5,264		$28,407
10	Contract Supp Costs - Direct	$80,894		$0	$0		$80,894
11	Contract Supp Costs - Indirect		$227,175	$0	$0		$227,175
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$503,085	$227,175	$30,480	$24,297	$0	$785,037
15	Purchased/Referred Care	$270,712		$3,808	$986		$275,506
16	Environmental Health Support			$1,555		$0	$1,555
17	Facilities Support			$99			$99
18	OEHE Support				$199		$199
19	Maintenance and Improvement		$11,487		$0		$11,487
20	Sanitation Facilities - Housing				$0		$0
21	Sanitation Facilities - Regular				$0		$0
22	Equipment		$4,325				$4,325
23	TOTAL, Facilities	$0	$15,811	$1,655	$199	$0	$17,665
24	Catastrophic						
25	Medicare						$0
26	Medicaid						
27	Other (See Remarks)						$0
28	TOTAL, No-year IHS	$0	$0	$0	$0	$0	$0
29	Quarters						$0
30	Contract Hlth Svs (Pr Yr)						$0
31	Indian Hlth Facil (Prior Year)						$0
32	Others						
33	TOTAL, Other	$0	$0	$0	$0	$0	$0
34					$0		$0
35	GRAND TOTAL, AFA	$773,797	$242,986	$35,942	$25,482	$0	$1,078,208

FOOTNOTES

The FA program funding amount in column 1 and 2 are as of amendment number 6, dated 9/25/2014

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustm with Sec. 4 of the FA.

Eyak
Withhold Calculation

The co-signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **0** (Yes or no)

surcharge 0.002

The co-signer will "withhold" the minimum intial amount for IPA, etc and "buyback" services **yes** (Yes or no)

0.200%

Service	Annual amount				Est. monthly payment	Initial auth. withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total annual estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	see footnotes
H & C						
IPA/MOA personnel costs		$0	$0	$0	$0	$0
Supply Service Center			$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATIONS						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0 -	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMM.	$0	$0	$0	$0	$0	$0
ENVIR. HEALTH						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL EHVIR HEA. SER	$0	$0	$0	$0	$0	$0
Withhold Total	$0	$0	$0	$0	$0	$0

FOOTNOTES

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 m

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 ($690 for Regional MOA services) for eac

Employee Dispute Pool Costs are no longer charged in advance (see Section 2.3.2.3 of Buyback

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all co signers using buyback is .20%.

This sheet not to be included in Appendix A- Provided to assit in completing section 5 of the AFA

Eyak

The Native Village of Eyak Tribal Council
P.O. Box 1388
Cordova, Alaska 99574-1388
Phone (907) 424-7738 Fax (907) 424-7739

Resolution 2010-08-02

A RESOLUTION BY THE NATIVE VILLAGE OF EYAK TO APPROVE AUTHORIZATION TO PROVIDE HEALTH SERVICES TO NON-IHS BENEFICIARIES UNDER IHS-FUNDED PROGRAMS

WHEREAS: The Native Village of Eyak (hereinafter "Tribe") is a federally recognized self-governing tribe; and

WHEREAS: The Native Village of Eyak is the governing body of the Tribe; and

WHEREAS: The Native Village of Eyak is a Tribe that is a Co-Signer of the Alaska Tribal Health Compact (ATHC) and has negotiated a Funding Agreement (FA) with the Indian Health Service (IHS) under Title V of the Self-Determination Education and Assistance Act (ISDEAA); and

WHEREAS: The ATHC authorizes Co-Signers to provide services to non-eligible individuals provided Section 813 of the Indian Health Care Improvement Act (IHCIA) is complied with (*See* ATHC Article III, Section 4), and Section 813, as amended at 25 U.S.C. § 1680c(c)(2), provides that a tribe or tribal organization which operates a health facility under an ISDEAA agreement may make its own determination whether to provide health services to persons not otherwise eligible (i.e. non-beneficiaries) to receive IHS-funded health services, and the Native Village of Eyak's FA also provides a similar provision (*See* FA Section 15); and

WHEREAS: The Native Village of Eyak is authorized to determine whether it will provide health services under its IHS-funded programs to persons who are not eligible beneficiaries under federal law, provided that the Native Village of Eyak gives consideration to whether the provision of such services will result in a denial or diminution of health services to eligible beneficiaries; and

WHEREAS: The Native Village of Eyak has determined that the provision of health services on a fee-for-service basis to non-beneficiaries, in an amount not less than the actual costs of providing such services, will not result in a denial or diminution of health services to beneficiaries; and

NOW THEREFORE BE IT RESOLVED:
That the Native Village of Eyak has decided to extend all available health services under the ATHC and its FAs to non-beneficiaries on a fee-for-service basis; and

BE IT FURTHER RESOLVED:
That whenever significant evidence is presented to Native Village of Eyak that services to non-eligible, non-beneficiaries have resulted in a denial or diminution of health services to beneficiaries, the Native Village of Eyak may suspend the delivery of such services to non-beneficiaries.

CERTIFICATION:
I, hereby certify that I, Robert J. Henrichs am President of the Native Village of Eyak Traditional Council, and the Council consists of 5 duly elected members, and that this **Resolution No. 2010-08-02** was considered and APPROVED by the council on September 15, 2010 and that the vote was 5 For, and ϕ Against, ϕ Abstaining, and ϕ Absent and that the foregoing resolution has not been rescinded or amended in any way.

VP

~~Robert J. Henrichs, President~~ Jack Hopkins, Vice President signing in President's absence — Date 9/15/10

Mark King

Mark King, Secretary-Treasurer — Date 9/15/10

Native Village of Eyak

Appendix D

Tribal Facilities

Buildings owned by Native Village of Eyak

918 Center Drive	Duplex - dwelling rental
1022 Chase Street	House – dwelling rental, office and health clinic
110 Nicholoff Way	Ilanka Building (Cultural Center, Program offices, Administrative Offices)
901 Lefevre Avenue	Office rental, program offices

Buildings rented by Native Village of Eyak

602 Chase Avenue	Health clinic and storage (CCMC)
400 First Street	Community Hall (Diabetes Education)

APPENDIX E

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

APPENDIX F

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No
18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.
23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.
26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.
29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Title	Date	Environmental Coordinator	Date

APPENDIX G

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

APPENDIX G – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by Eyak, Eyak shall submit a proposal package that includes a completed Project Summary Document (See Appendix E) and Environmental Information and Documentation Form (See Appendix F) to the IHS. Coordination time between Eyak and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between Eyak, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow Eyak and IHS to resolve them early.

Indian Health Service

National Environmental Policy Act; Categorical Exclusions

AGENCY: Indian Health Service (IHS), HHS.

ACTION: List of IHS program actions that are categorically excluded from the requirement to conduct further evaluation under the National Environmental Policy Act (NEPA).

SUMMARY: This notice provides a list of classes of IHS actions that normally do not have a significant impact on the environment and, therefore, do not require environmental impact statements (EIS) or environmental assessments (EA) under Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508) or Department of Health and Human Services (HHS) procedures (HHS General Administration Manual Part 30). All actions involving construction are reviewed to determine if extraordinary or exceptional circumstances exist that prevent the action from meeting the criteria established for this listing.

EFFECTIVE DATE: January 6, 1993.

FOR FURTHER INFORMATION CONTACT: Director, Division of Environmental Health (DEH), Office of Environmental Health and Engineering (OEHE), IHS, Public Health Service (PHS), HHS, room 5A–39, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857; or telephone (301) 443–1043.

SUPPLEMENTARY INFORMATION: Regulations of the CEQ at 40 CFR parts 1500–1508 require Federal agencies to adopt procedures to supplement and implement their regulations. The HHS, by giving notice in the Federal Register (45 FR 76519), has adopted such procedures and included them in the HHS General Administration Manual Part 30. The CEQ approved the HHS procedures on October 2, 1980. Paragraphs 1507.3 and 1508.4 of the CEQ regulations provide for the definition of categories of actions that do not individually or cumulatively have a significant effect on the human environment and therefore, do not require the preparation of an EIS or an EA. Paragraph 30–20–40 of the HHS General Administration Manual establishes categories of exclusion for Departmental actions and provides for the listing of actions by Operating Divisions within the Department. The IHS, as an agency of the PHS, hereby gives notice of its listing of actions which normally can be categorically excluded from further environmental review.

If a proposed action belongs to an excluded category but one or more extraordinary or exceptional circumstances (as defined in Part K) apply, then an EA must be prepared for the purpose of determining whether an EIS is warranted.

The IHS provides comprehensive health care services to more than 1 million American Indians and Alaska Natives. The goal of the IHS program is to raise the health status of American Indians and Alaska Natives to the highest level possible. In carrying out this goal, the program has three main objectives: (1) To deliver the highest quality health services possible; (2) to assist tribes and native corporations to develop their capacity to manage health programs; and (3) to serve as an advocate for American Indians and Alaska Natives in health related matters.

The IHS program is carried out through a health services delivery system, designed to provide a broad mix of preventive, curative, rehabilitative, and environmental services. The type of health services delivery system

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 60 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects as categorically excluded.

Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are untaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 85 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

investigation, diagnosis, consultation, counseling) in health programs.

F. Management and Administrative Support

Routine management and administrative support actions.

G. Training, Education, and Manpower Development

The award of training grants, scholarships, and the provision of other types of training and educational assistance are excluded. These actions include:

1. Support for development of professional and paraprofessional health competencies;
2. Support for development of American Indian and Alaskan Native health management capabilities;
3. Support for development of tribal and community capabilities in the areas of environmental improvement, disease reduction, injury control, and operation and maintenance of sanitation facilities;
4. Support for training and education of IHS personnel necessary for the efficient accomplishment of the IHS program; and
5. Educational activities including development of disease prevention and treatment and presentation of such material to American Indians and Alaskan Natives.

H. Statistics, Data Processing, and Information Gathering

Actions associated with statistics and information collection and dissemination are excluded. These actions typically involve:

1. Collection of demographic or morbidity data and analysis for program management and budget justification purposes;
2. Epidemiologic studies;
3. Environmental surveillance activities (e.g., sample collection, analysis, and monitoring of air, food, water, and wastewater) to determine quality as a basis for ensuring necessary corrective action;
4. Engineering studies and investigations including soil boring and test well drilling to gather data for the purpose of determining engineering feasibility and to permit facility design;
5. Updating existing data bases and data processing;
6. Printing and distributing reports; and
7. Developing new/redesignating existing data systems to meet specific program needs.

I. Indian Health Service Owned and Leased Facilities

Actions related to the IHS owned and leased facilities, or actions funded by IHS at tribally owned (or leased) and managed facilities as listed below, are excluded:

1. Maintenance and day-to-day operation of the physical plant and repairs to plant and equipment, or replacement-in-kind of utilities and building components;
2. Acquisition of equipment, provided all requirements for permits, registrations, and licenses are met, and provided the equipment involves use of generally accepted technology;
3. Building alteration or renovation that does not substantially change the function or general appearance of existing buildings;
4. Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction:
   (a) Is at the site of an existing health care facility and the facility capacity is not substantially increased,
   (b) Is for buildings of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or
   (c) Is for projects other than buildings when less than five acres of surface land area are involved at a new site;
5. Facility planning and design including funding of such activities;
6. Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which:
   (a) The intended use of the space is consistent with the functional design of the building, and
   (b) The acquisition is consistent with an applicable master plan, if such plan exists;
7. The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action:
   (a) Is consistent with any applicable master plan, if such a plan exists,
   (b) Conforms to local zoning and land use ordinances, if such ordinances exist,
   (c) Is consistent with the functional design of the facility,
   (d) Would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and
   (e) Satisfies the requirements of applicable comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 120 (h) provisions.

J. Construction of Sanitation Facilities

Actions associated with construction of sanitation facilities to serve Indian homes and communities, except that the following actions are not excluded:

(1) Construction of a sanitary landfill at a new solid waste disposal site, and

(2) Construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters.

K. Extraordinary or Exceptional Circumstances

Under extraordinary circumstances, the normally excluded actions described above may have a significant environmental effect; such actions are not categorically excluded. Actions that can be characterized by, or may cause any of, the conditions described below are examples of actions that are not categorically excluded:

1. Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise effecting that environment;
2. Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;
3. Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;
4. Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
5. Those which have adverse effects on unique geographic characteristics (e.g., historic, archeological, or cultural resources, park recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones or ecological or critical areas including those listed on the Department of Interiors National Register of National Landmarks);
6. Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
7. Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
8. Those which have adverse effects on species listed by the Federal Government as endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
9. Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 28, 1992.

Michel E. Lincoln,

Deputy Director.

[FR Doc. 93-173 Filed 1-5-93; 8:45 am]

BILLING CODE 4150-18-M

FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The "Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.[1]

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC's technical issue, OIT's support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to Co-Signer**	**Indirectly to Cosigner through ANTHC**
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

[1] All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to Co-Signer**	**Indirectly to Cosigner through ANTHC**
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled "Memorialization of Historical Level of PSFAs provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from NSHC's FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

3.2.1 Acute patient care swing-bed;

3.2.2 Twenty-four hour emergency services, including those associated with being a Level IV trauma center;

3.2.3 Ambulatory care services, including after-hour nursing phone triage service;

3.2.4 Medevac/air ambulance services;

3.2.5 Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621*l*;

3.2.6 Specialty clinic support;

3.2.7 Sexual Assault Response Team (SART), including forensic exams and counseling of victims;

3.2.8 Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;

3.2.9 Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;

3.2.10 Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;

3.2.10.1 Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;

3.2.12 Diabetes prevention program, including community exercise and activity programs, such as "Summercise" programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;

3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;
3.4.8.2 Prenatal, family planning and newborn patient education; and
3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training end education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system**,** patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,[2] NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

[2] The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[3]

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of $460,572.[4]	$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract.[5]	$14,131,206

[3] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

[4] A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. *See* Footnote 3.

[5] These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA])[6]	**$63,962,194**
Area "Tribal" share to include funding identified from the Area Office and identified in Appendix A to this Agreement.[7]	**$**1,049,412
Headquarters-tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A.[8]	**$**735,846
Headquarters-Tribal share: "Program Formula Pool" – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	**$**0
Subtotal – Tribal Shares[9]	**$**1,785,258
TOTAL ATHC FUNDING	**$65,505,309**

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $176,509are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. *See* Footnote 3.

6 The Radiologist Consultation funds in the amount of $195,131 and Biomed funds in the amount of $67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

7 Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

8 Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

9 The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes $291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC's signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC's diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,[10] as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS[11] deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is $17,177,246, including $4,678,902 for direct CSC and $12,498,344 for indirect or indirect-like

[10] M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

[11] "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.[12] This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	**Base Period for Base Funding**	**Extended through:**
Headquarters TSA amounts[13]	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].[14] Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously "restricted" or "un-restricted" categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

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[12] For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

[13] ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[14] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(*l*) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(*l*) of the Act to the AANHS. Upon renegotiation of a Section 105(*l*) lease or leases, IHS will provide to NSHC a copy of each 105(*l*) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(*l*) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak "Dagumaaq" Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksruaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness &Training Center; 18) Diomede Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's FA with the IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law", 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to "non-beneficiaries" as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village ("Village") which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

14.2.1.1 require a change to Section 3 [Tribal Programs and Budget];

14.2.1.2 require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

14.2.1.3 reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

14.2.2.1 Program/Area/HQ Mandatories;

14.2.2.2 Program/Area/HQ End-of-Year Distributions;

14.2.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;

14.2.2.4 PRC Deferred Services;

14.2.2.5 Routine Maintenance & Improvement; or

14.2.2.6 Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

18.1. 25 U.S.C. § 5304(e) (definition of "Indian Tribe");
18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCIA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

United States of America
Secretary of Department of Health and Human Services

By:_____
Alaska Area Director, Indian Health Service

Date: 11/4/22

Norton Sound Health Corporation On Behalf of Itself and Certain Alaska Native Tribes, Identified in Exhibit A of the Compact.



By:_____

Angie Gorn
President/CEO

10/18/22

Date:_____

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAS that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel	Section 3.2.14
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome 607 Division Street	NSHC Behavioral Health Clinic	Section 3.3.1-3.3.3, 3.3.5-3.3.7; Section 3.4.11; Section 3.8
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomede	Diomede Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.2.13; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	Staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, and Savoogna duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5
Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3

All Villages	Village Based Morgues	Section 3.4.19

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO NORTON SOUND HEALTH CORPORATION FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Norton Sound Health Corporation under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Norton Sound Health Corporation's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Norton Sound Health Corporation to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Norton Sound Health Corporation or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures.*
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting ,, Personal Property, and FOIA Coordinatio n	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. **Health Facilities:** PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: _____

Norton Sound Health Corporation
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: Angie Gorn
Angie Gorn, President/CEO
Norton Sound Health Corporation

Date: 10/30/2020

Norton Sound Health Corporation

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2022

Tribal Share Summary **Norton Sound Health Corporation**	FY 2022 Negotiated Amount	NSHC Restricted	Total Due NSHC	Initial Lump Sum Payment
Area TS Amount	$1,094,886	$45,473	$1,049,412	$1,049,412
	0		0	0
Subtotal Area TS Amount	$1,094,886	$45,473	$1,049,412	$1,049,412
Headquarters TSA Amount	$828,953	$93,107	$735,846	$735,846
Headquarters Other Program Formula (OEHE)	$48,815	$48,815	$0	$0
Subtotal Headquarters TS amounts	$877,768	$141,922	$735,846	$735,846
Total Tribal Shares	$1,972,653	$187,395	$1,785,258	$1,785,258

Driving Variables **Norton Sound Health Corporation**	FY 2022
Population (2010 Census AN/AI population)	7749
Tribes (Federally Recognized Tribes)	20
Recurring Base - FY 2013 (less VBC)	$34,794,479
Percentage of Total Area TS (of all Alaska Tribes)	8.12295%
Percentage of ATHC (of all Title V Alaska Tribes)	8.22359%
Number of MOA employees	4
Number of IPA employees	0

Individually Restricted Items **Norton Sound Health Corporation**	FY 2022
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares
Norton Sound Health Corporation

Line #	FY 2022 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	NSHC AK Dist.	NSHC Retained	NSHC Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$966,640		$966,640
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$42,089	$42,089	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$15,993		$15,993
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$15,851	*$0*	$15,851
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$73,933	$42,089	$31,844
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$47,910		$47,910
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$3,384	$3,384	$0
23	Health Facilities/Main./ Spec. Pro	$1,368,036	$114,204		$1,216,669	$37,163	$3,019		$3,019
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$54,312	$3,384	$50,928
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$1,094,886	$45,473	$1,049,412

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space availa

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Norton Sound Health Corporation

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares NSHC Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$11,380	$0	$11,380
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$922	$922	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$16,517	$0	$16,517
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$10,211	$0	$10,211
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$11,586	$0	$11,586
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$5,977	$0	$5,977
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$2,556	$0	$2,556
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$3,452	$0	$3,452
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$927	$0	$927
	118	Research Projects	x			$1,283,252			143,088	143,088	$11,767	$0	$11,767
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$246	$0	$246
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$16,852	$2,549	$14,302
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$753	$0	$753
	123	Physician Residency	x			$277,416			31,093	31,093	$2,557	$0	$2,557
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$18,963	$0	$18,963
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$28,309	$0	$28,309
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$227,213	$63,165	$164,048
	127	Evaluation	x			$1,063,992			119,272	119,272	$9,808	$0	$9,808
	128	National Indian Health Board	x			$459,114			51,111	51,111	$4,203	$0	$4,203
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$9,277	$0	$9,277
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$3,438	$0	$3,438
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$12,446	$0	$12,446
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$6,931	$0	$6,931
	133	Health Records	x			$136,277			12,043	12,043	$990	$0	$990
	134	AIDS Program	x			$422,971			78,823	78,823	$6,482	$0	$6,482
	135	Handicapped Children	x			$346,083			40,775	40,775	$3,353	$0	$3,353
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$76,145	$21,168	$54,977
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$9,471	$0	$9,471
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$24,721	$0	$24,721
	202	IHS Dental Program- Program formula		x		$5,268,414					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$14,331	$0	$14,331
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$5,767	$0	$5,767
	303	National Conference	x			$107,552			$11,990	11,990	$986	$0	$986
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$42,485	$0	$42,485
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$3,984	$0	$3,984

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Norton Sound Health Corporation

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares NSHC Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$29,708	$0	$29,708
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$8,485	$0	$8,485
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$10,509	$0	$10,509
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$22,027	$0	$22,027
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$128,087	$0	$128,087
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$25,127	$5,302	$19,825
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,130,837				$197,905	$25,690	$25,690	$0
	2403	Facilities & Property Support		x		$24,305,205				$221,409	$17,947	$17,947	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$5,178	$5,178	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$828,953	$93,107	$735,846
TOTAL PROGRAM FORMULA AMOUNT						$47,471,900				$1,497,560	48,815	$48,815	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,594,258				$11,577,745	$877,768	$141,922	$735,846

Column 1 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - Direct Ops Dental from line 1302 is now here. No impact on TS.
Line 1301a - DIR Withheld was computed at 16.4% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Norton Sound Health Corporation** **58G950016**

Contract/Compact Period **October 1, 2021 through September 30, 2022**

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.081229506		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$23,213,352		$275,445	$424,929	($242,143)	$23,671,583
2	Dental	$2,533,887		$17,016	$24,721	$0	$2,575,624
3	Mental Health	$765,746		$104,878	$21,085		$891,709
4	Alcohol & Substance Abuse	$1,174,320		$69,541	$46,469		$1,290,330
5	Public Health Nursing	$1,063,687		$9,956	$8,485		$1,082,128
6	Health Education	$117,928		$20,402	$10,509		$148,839
7	Community Health Representativ	$329,970		$7,517	$22,027		$359,514
8	Immunization (AK only)	$10,316		$28,276	$0	$0	$38,592
9	Direct Operations	$40,186		$347,386	$147,913		$535,485
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$29,249,392	$0	$880,417	$706,138	($242,143)	$30,593,804
15	Purchased/Referred Care	$13,412,656		$118,066	$29,708		$13,560,430
16	Operational Cost for Tribal Clinics					0	$0
17	Environmental Health Support	$661,707		$47,910			$709,617
18	Facilities Support	$1,828,331		$3,019			$1,831,350
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$1,456,353		$0		$1,456,353
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$176,509				$176,509
24	TOTAL, Facilities	$2,490,038	$1,632,862	$50,929	$0	$0	$4,173,829
25	Current year CSC Direct	$4,678,902					$4,678,902
26	Current year CSC Indirect		$12,498,344				$12,498,344
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$4,678,902	$12,498,344	$0	$0	$0	$17,177,246
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$49,830,988**	**$14,131,206**	**$1,049,412**	**$735,846**	**($242,143)**	**$65,505,309**

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 14 dated 9/30/2021

The FA funding also includes all funds from Diomede ISDA TI agreement transferred in FY15.

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustr with Sec. 4 of the FA.

d Health Corporation

Norton Sound Health Corporation
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **No**

surcharge **0.285%** **(Yes or No)**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes**

0.285% **(Yes or No)**

Service	Annual Amount (1)	(2)	(3)	Total Annual Estimated	Est. Monthly Payment	Initial Auth. Withhold
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs	$695,819	24,975	$1,983	$722,777	$60,231	$240,926
VBC	$0		$0	$0	$0	$0
Other	$3,641		$10	$3,651	$304	$1,217
SUBTOTAL H & C	$699,460	$24,975	$1,993	$726,429	$60,536	$242,143
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases			$0	$0	$0	$0
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$0	$0	$0	$0	$0	$0
Withhold Total	$699,460	$24,975	$1,993	$726,429	$60,536	$242,143

Footnotes:

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $5,293.74 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Norton Sound Health Corporation

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Norton Sound Health Corporation (hereinafter "NSHC") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), NSHC has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by NSHC on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to NSHC shall be determined under section 2 below. NSHC's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. NSHC may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, NSHC may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by NSHC.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to NSHC.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services NSHC proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent NSHC from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by NSHC and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by NSHC.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to NSHC under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing

services to NSHC.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of NSHC. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by NSHC and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. NSHC assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by NSHC shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of NSHC.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by NSHC under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The NSHC is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of

Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. NSHC agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged NSHC for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to NSHC of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by NSHC authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services NSHC proposes to purchase from the IHS. In such case, no monthly payments are due from NSHC. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to NSHC and adjustments in the amount of withhold or payments needed to pay for all services NSHC has purchased, or proposes to purchase, will be made to the IHS by NSHC. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount NSHC hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount NSHC hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to NSHC of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from NSHC for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to NSHC due to Congress authorizing continuing resolutions or other delays in making lump sum payments to NSHC.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to NSHC within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and NSHC will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to NSHC, any over recovery by the IHS must be returned to NSHC and within 30 days after the final end-of-year

reconciliation is due any under recovery must be paid by NSHC.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from NSHC.

3.4 Use of Other Funds Due NSHC to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to NSHC, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of NSHC's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to NSHC under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by NSHC under this Agreement in a manner agreeable to NSHC and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, NSHC may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. NSHC shall have the option of resolving the dispute in accordance with Article

II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
for Director, Indian Health Service

Date: 23 Jul 08

Norton Sound Health Corporation on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Michael Lake, President/CEO

Date: 5/19/08

Funding Agreement Appendix E

P.O. BOX 966
NOME, ALASKA 99762
(907) 443-3311

NORTON SOUND HEALTH CORPORATION

Norton Sound Health Corporation

RESOLUTION # 2010-16
Services for Non-Eligible Individuals

WHEREAS, the Norton Sound Health Corporation (NSHC) is a tribal organization that is a Co-Signer of the Alaska Tribal Health Compact (ATHC) and has negotiated a Funding Agreement (FA) with the Indian Health Service (IHS) under Title V of the Self-Determination Education and Assistance Act (ISDEAA); and

WHEREAS, the ATHC authorizes Co-Signers to provide services to non-eligible individuals provided Section 813 of the Indian Health Care Improvement Act (IHCIA) is complied with (*See* ATHC Article III, Section 4), and Section 813, as amended at 25 U.S.C. § 1680c(c)(2), provides that a tribe or tribal organization which operates a health facility under an ISDEAA agreement may make its own determination whether to provide health services to persons not otherwise eligible (i.e. non-beneficiaries) to receive IHS-funded health services; and

WHEREAS, NSHC is authorized to determine whether it will provide health services under its IHS-funded programs to persons who are not eligible beneficiaries under federal law, provided that NSHC gives consideration to whether the provision of such services will result in a denial or diminution of health services to eligible beneficiaries; and

WHEREAS, NSHC has determined that the provision of health services on a fee-for-service basis to non-beneficiaries, in an amount not less than the actual costs of providing such services, will not result in a denial or diminution of health services to beneficiaries; and

NOW THEREFORE, BE IT RESOLVED, that NSHC has decided to extend all available health services under the ATHC and its FAs to non-beneficiaries on a fee-for-service basis; and

BE IT FURTHER RESOLVED, that whenever significant evidence is presented to NSHC Board of Directors that services to non-eligible, non-beneficiaries have resulted in a denial or diminution of health services to beneficiaries, NSHC may suspend the delivery of such services to non-beneficiaries.

DATED this 25 day of June, 2010.

CERTIFICATION

The above Resolution was passed at a regular meeting of the Norton Sound Health Corporation Executive Board held on this 25 day of June, 2010 at Nome, Alaska at which a quorum was present. 8 FOR, 0 AGAINST, 0 ABSTAIN.

Attest: _____ Attest: Berda Willson
Emily Hughes, Board Chair — Berda Willson, Board Secretary

Norton Sound Health Corporation

APPENDIX F

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Norton Sound Health Corporation

APPENDIX G

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No
18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.
23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.
26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.
29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Title Date Environmental Coordinator Date

Norton Sound Health Corporation

APPENDIX H

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

APPENDIX H – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by NSHC, NSHC shall submit a proposal package that includes a completed Project Summary Document (See Appendix F) and Environmental Information and Documentation Form (See Appendix G) to the IHS. Coordination time between NSHC and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between NSHC, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

Action		Expected Timelines
Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

☐	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
☐	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
☐	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
☐	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
☐	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
☐	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
☐	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
☐	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow NSHC and IHS to resolve them early.

Indian Health Service

National Environmental Policy Act; Categorical Exclusions

AGENCY: Indian Health Service (IHS), HHS.

ACTION: List of IHS program actions that are categorically excluded from the requirement to conduct further evaluation under the National Environmental Policy Act (NEPA).

SUMMARY: This notice provides a list of classes of IHS actions that normally do not have a significant impact on the environment and, therefore, do not require environmental impact statements (EIS) or environmental assessments (EA) under Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508) or Department of Health and Human Services (HHS) procedures (HHS General Administration Manual Part 30). All actions involving construction are reviewed to determine if extraordinary or exceptional circumstances exist that prevent the action from meeting the criteria established for this listing.

EFFECTIVE DATE: January 6, 1993.

FOR FURTHER INFORMATION CONTACT: Director, Division of Environmental Health (DEH), Office of Environmental Health and Engineering (OEHE), IHS, Public Health Service (PHS), HHS, room 5A–39, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857; or telephone (301) 443–1043.

SUPPLEMENTARY INFORMATION: Regulations of the CEQ at 40 CFR parts 1500–1508 require Federal agencies to adopt procedures to supplement and implement their regulations. The HHS, by giving notice in the Federal Register (45 FR 76519), has adopted such procedures and included them in the HHS General Administration Manual Part 30. The CEQ approved the HHS procedures on October 2, 1980. Paragraphs 1507.3 and 1508.4 of the CEQ regulations provide for the definition of categories of actions that do not individually or cumulatively have a significant effect on the human environment and therefore, do not require the preparation of an EIS or an EA. Paragraph 30–20–40 of the HHS General Administration Manual establishes categories of exclusion for Departmental actions and provides for the listing of actions by Operating Divisions within the Department. The IHS, as an agency of the PHS, hereby gives notice of its listing of actions which normally can be categorically excluded from further environmental review.

If a proposed action belongs to an excluded category but one or more extraordinary or exceptional circumstances (as defined in Part K) apply, then an EA must be prepared for the purpose of determining whether an EIS is warranted.

The IHS provides comprehensive health care services to more than 1 million American Indians and Alaska Natives. The goal of the IHS program is to raise the health status of American Indians and Alaska Natives to the highest level possible. In carrying out this goal, the program has three main objectives: (1) To deliver the highest quality health services possible; (2) to assist tribes and native corporations to develop their capacity to manage health programs; and (3) to serve as an advocate for American Indians and Alaska Natives in health related matters.

The IHS program is carried out through a health services delivery system, designed to provide a broad mix of preventive, curative, rehabilitative, and environmental services. The type of health services delivery system

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 60 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects as categorically excluded.

AS

Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are untaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 85 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

investigation, diagnosis, consultation, counseling) in health programs.

F. Management and Administrative Support

Routine management and administrative support actions.

G. Training, Education, and Manpower Development

The award of training grants, scholarships, and the provision of other types of training and educational assistance are excluded. These actions include:

1. Support for development of professional and paraprofessional health competencies;
2. Support for development of American Indian and Alaskan Native health management capabilities;
3. Support for development of tribal and community capabilities in the areas of environmental improvement, disease reduction, injury control, and operation and maintenance of sanitation facilities;
4. Support for training and education of IHS personnel necessary for the efficient accomplishment of the IHS program; and
5. Educational activities including development of disease prevention and treatment and presentation of such material to American Indian and Alaskan Natives.

H. Statistics, Data Processing, and Information Gathering

Actions associated with statistics and information collection and dissemination are excluded. These actions typically involve:

1. Collection of demographic or morbidity data and analysis for program management and budget justification purposes;
2. Epidemiologic studies;
3. Environmental surveillance activities (e.g., sample collection, analysis, and monitoring of air, food, water, and wastewater) to determine quality as a basis for ensuring necessary corrective action;
4. Engineering studies and investigations including soil boring and test well drilling to gather data for the purpose of determining engineering feasibility and to permit facility design;
5. Updating existing data bases and data processing;
6. Printing and distributing reports; and
7. Developing new/redesigning existing data systems to meet specific program needs.

I. Indian Health Service Owned and Leased Facilities

Actions related to the IHS owned and leased facilities, or actions funded by IHS at tribally owned (or leased) and managed facilities as listed below, are excluded:

1. Maintenance and day-to-day operation of the physical plant and repairs to plant and equipment, or replacement-in-kind of utilities and building components;
2. Acquisition of equipment, provided all requirements for permits, registrations, and licenses are met, and provided the equipment involves use of generally accepted technology;
3. Building alteration or renovation that does not substantially change the function or general appearance of existing buildings;
4. Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction:
   (a) Is at the site of an existing health care facility and the facility capacity is not substantially increased,
   (b) Is for buildings of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or
   (c) Is for projects other than buildings when less than five acres of surface land area are involved at a new site;
5. Facility planning and design including funding of such activities;
6. Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which:
   (a) The intended use of the space is consistent with the functional design of the building, and
   (b) The acquisition is consistent with an applicable master plan, if such plan exists;
7. The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action:
   (a) Is consistent with any applicable master plan, if such a plan exists,
   (b) Conforms to local zoning and land use ordinances, if such ordinances exist,
   (c) Is consistent with the functional design of the facility,
   (d) Would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and
   (e) Satisfies the requirements of applicable comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 120 (h) provisions.

J. Construction of Sanitation Facilities

Actions associated with construction of sanitation facilities to serve Indian homes and communities, except that the following actions are not excluded:

(1) Construction of a sanitary landfill at a new solid waste disposal site, and

(2) Construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters.

K. Extraordinary or Exceptional Circumstances

Under extraordinary circumstances, the normally excluded actions described above may have a significant environmental effect; such actions are not categorically excluded. Actions that can be characterized by, or may cause any of, the conditions described below are examples of actions that are not categorically excluded:

1. Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;
2. Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;
3. Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;
4. Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
5. Those which have adverse effects on unique geographic characteristics (e.g., historic, archeological, or cultural resources, park recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones or ecological or critical areas including those listed on the Department of Interiors National Register of National Landmarks);
6. Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
7. Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
8. Those which have adverse effects on species listed by the Federal Government as endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
9. Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 29, 1992.

Michael E. Lincoln,

Deputy Director.

[FR Doc. 93-173 Filed 1-5-93; 8:15 am]

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ADDENDUM I

MEMORIALIZATION OF HISTORICAL LEVEL OF PFSA'S PROVIDED BY ANMC AND AANHS TO THE NORTON SOUND HEALTH CORPORATION

The ANMC and the Alaska Area Native Health Services, Area Office, subject to available appropriations, has historically provided the following PFSAs to Norton Sound Health Corporation as of October 1, 1997 and continued to provide such services through December 31, 1998:

- Coordination and support for the NSHC dental clinic, including dental specialty referral services, and the annual Alaska dental chiefs meeting. Commissioned Corp recruitment assistance including transportation costs of the recruiter to and from Nome, any applicable documentation, award information for Commissioned Officer promotions, and career counseling for officers desiring long term affiliation with IHS.

- Specialty care field clinics, consultation to Norton Sound Health Corporation physicians, arrange contracts for reference laboratory services, routine reading of x-rays, medivacs support for neonatal emergencies patient travel support for NSHC patients returning home from treatment at the ANMC.

- Accepting all referrals of Alaskan Natives from the Norton Sound Regional Hospital.

- The ANMC EMS program provided specialized training such as ACLS, ATLS, PALS, including hypothermia, cold water drowning and frostbite.

- The NSHC Laboratory received the following services from ANMC: (a) pathologist consultation and visitation twice a year; (b) Anatomical tissue analysis and reporting; and (c) Access to TDY Services as needed and available.

- The ANMC provided consultation and informational support for the NSHC Social Services program, including JCAHO standards and other licensure issues.

- The ANMC provided support including screening, diagnosis, consultations, referrals, personnel training, information, network and recruitment assistance for the FAS program at NSHC and for its Maternal Child Health Program.

- The ANMC provided recruitment assistance to the Mental Health program as needed.

- Alaska immunization program providing vaccines for Hepatitis A, Hepatitis B, Hemophilus Influenza B and other vaccines without charges to NSHC in a manner consistent with past practices, provided that this service is subject to discontinue if the State of Alaska assumes these responsibilities.

- Teleradiology services

- The ANMC will continue, subject to the availability of appropriations, in its historical capacity as primary, secondary, tertiary, and specialized provider of patient care to the NSHC, to provide PFSAs at no lower level than which have been previously provided to the NSHC while operating under Title I P.L. 93-638 contract or under previous AFAS, including but not limited to:

- Acceptance of all referrals of eligible beneficiaries for the NSHC Region Community Health Aide Clinics, Contract Health Care Physicians, and all licensed NSHC clinical practitioners.

- The physician support services including, but not limited to, collaboration, consultation and training for NSHC midlevel practitioner and health aides, authorization of refills of chronic medications, monitoring of chronic care, and emergency Medical Services sponsorship for practitioners and health aides.

- Case management through a primary care village team, along with a village pharmacy support program.

- Mental health/psychiatry/child psychiatry support services including, but not limited to, monitoring of patients on chronic psychiatric medications, assistance in the development of individual or team treatment plans, and availability for telephone consultation to village/communities on a 24-hour basis, conditioned upon the availability of resident mental health capacity in the villages.

- Patient travel support for NSHC beneficiaries returning home following treatment at the ANMC.

- Travel and housing for patient escorts.

- Contract Health Care consulting and support.

- CHEF eligibility and coverage, contract health, denial and appeals processes and funds distribution.

- Biomedical equipment support including, but not limited to, clinic site visits for maintenance and repair, depot repair, technical assistance and advisement.

- STD/HIV testing, counseling, partner notification, education and consultation as requested by NSHC.
- Nutrition education and counseling services from the statewide Diabetes program based at ANMC.
- Environmental Health /Sanitation services including, but not limited to, appropriate village visits for environmental services, injury prevention, institutional services.
- Diabetes patients tracking and registration.
- Engineering services inclusive of maintenance and improvement for federal facilities and projects;
- Purchasing activities under GSA contracts;
- Office of Environmental Health Services and activities, health facilities support, real property support especially for village built clinics; projects for health facilities management, special projects and sanitations facilities.
- Administration and management of IPA/MOAs;
- Certain contract health services, not otherwise contracted under Title I;
- Region X legal consultation.

Funding Agreement
Between
Southcentral Foundation
and
The Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Year 2023

This Funding Agreement is entered into by and between Southcentral Foundation, acting on behalf of Cook Inlet Region, Inc. ("CIRI"), and the Secretary of the Department of Health and Human Services of the United States of America. CIRI has authorized Southcentral Foundation to sign this Funding Agreement and to be responsible for and carry out the terms of this Funding Agreement

Section 1 - Obligations of the IHS.

Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement (FA). Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS retains the responsibility for HIPAA compliance for retained IHS health care component activities. The IHS shall remain responsible for negotiating assurances with Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. SCF Assurances Regarding Services from the ANMC and ANPCC (Appendix I) and ANTHC Assurances Regarding Services from the ANMC (Amended and Restated October 1, 2000 and October 1, 2008) are attached to this FA as Appendix J. IHS shall further be responsible for performing its special trust responsibility and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.[1]

The terms and conditions in this subsection are subject to the provisions of the Assurances and Purchase Agreements entered into between SCF and the ANTHC subject to the conditions of Section 21. This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact ("Compact") between SCF and certain other Co-Signers thereof and the United States in Fiscal Year 2023.

In addition, although funds are provided from Headquarters and the Area Office in support of this Compact, the IHS will agree to continue to make available to SCF PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by the IHS. Furthermore, the IHS will reorganize both Headquarters and the Area

[1] All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

Office to continue to provide the remaining PSFAs, which have not been included in this FA, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of IHS. The "Memorandum of Agreement Describing the Continuing Services of the Indian Health Service, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service reflects the understanding of the parties regarding services to be provided by the Alaska Area Native Health Service to Co-Signers. This document, attached as Appendix C, will be negotiated for future fiscal years annually during the effective dates of this FA.

SCF exercised its right pursuant to Section 405 of the Indian Health Care Improvement Act, as amended by P.L. 106-417, to submit claims directly to and recover directly from Medicare and Medicaid. SCF is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payors for services provided under this Agreement in accordance with Section 401 of the Indian Healthcare Improvement Act as amended at 25 U.S.C. §1641 and Section 206 of such Act, 25 U.S.C. §1621e, as amended.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and SCF will not be denied access to, or services from, Headquarters. Specifically, SCF will receive the following services from the IHS Headquarters:

a) **Information Services.** The IHS will provide the full range of Office of Information Technology (OIT) national support to the ANTHC and ANMC. OIT will provide specified services directly to SCF. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibilities to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA and Appendix J attached to this FA. Upon request of ANTHC, after good faith efforts to resolve SCF's technical issue, OIT's support of SCF will include technical support needed on-site by SCF. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to SCF**	**Indirectly to SCF through ANTHC**
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to			

available bandwith)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (200) conversion			X
Envoy (WebMD) installation			X
Additional Services – Fee for Service	X	X	X

To the extent funds are retained by IHS, SCF shall have access to training, continuing education, and technical assistance in the manner and to the same extent it would have received such services if it were not a Self-Governance Co-Signer.

SCF has historically received certain PSFAs from the ANMC and the Alaska Area Native Health Service (AANHS). Responsibility for these PSFAs have been transferred to the ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, SCF has attached to this FA an addendum entitled "Memorialization of PSFAs Historically Provided by ANMC and AANHS". The PSFAs listed in this addendum are taken from SCF's FY 1999 AFA. The addendum is attached to the present FA only for the purpose of identifying PSFAs historically received by SCF from ANMC and AANHS, and is specifically not made a part of this FA.

b) Access to Federal Insurance. I.H.S. will assist SCF to obtain information about the coverage, rights and benefits available for its employees under Chapters 87 and 89 of Title 5 of the United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which SCF may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 2 -- Obligations of the Co-Signer. The FA obligates SCF to be responsible for and to provide PSFAs identified in Section 3, utilizing the resources transferred under this FA and other funds as they may become available to SCF. This FA further authorizes SCF to consolidate and redesign PSFAs as provided in the Indian Self-Determination and Education Assistance Act, as amended, and the Compact.

In providing these services, SCF will comply with the requirements of Section 325 of P.L. 105-83 regarding certain services provided at or through the Anchorage Native Primary Care Center ("ANPCC"). SCF adopts by this reference as if fully set forth herein those assurances negotiated by SCF and ANTHC relating to both parties' operations of their respective programs at ANMC and SCF's operation of certain programs at the ANPCC. These assurances are attached hereto as Appendices I and J.

Section 3 -- Tribal Programs under the Compact and this Funding Agreement.

Subject to the availability of funds, SCF agrees to administer, provide, and be responsible for the PSFAs identified below in accordance with the Compact and this FA. The services, including medical, dental, behavioral health, related primary and emergency care services, transportation to receive such services, including travel for escorts in accordance with §213(a) of the Indian Health Care Improvement Act, as amended, and other services, which are more fully described below, are provided in the Municipality of Anchorage (excluding some village based services provided in Eklutna by Native Village of Eklutna), the Matanuska-Susitna Valley (excluding some village-based services provided in Chickaloon by Chickaloon Village and in Knik by Knik Tribal Council), through village-based clinics serving the federally-recognized tribes of McGrath, Takotna, Nikolai, and Telida (together this geographic area is commonly referred to as the Upper Kuskokwim villages or the McGrath Sub-region), the Iliamna Lake Area, and the Aleut Community of St. Paul Island, and, via field services, to other select locations in Alaska, consistent with Section 325 of P.L. 105-83, to eligible Alaska Native and American Indian beneficiaries. SCF, in cooperation with the Native Village of Tyonek, Native Village of Eklutna, Chickaloon Village, and Knik Tribal Council does, from time-to-time, provide some programs and/or funding for services, including management/operation of local clinics, in Tyonek, Eklutna, Chickaloon, and Knik, respectively. In addition, some programs may be provided under Memorandum of Agreement with Tribes and Tribal Organizations or other subaward agreements in accordance with Section 19 of this FA. Any program described in this section as being located at the ANMC or the ANPCC is intended to include any location where services are provided by either ANTHC or by SCF. Many of the PSFAs, particularly administrative and other support, are described as being coordinated or in cooperation with ANTHC. PSFAs coordinated with ANTHC are primarily those provided at or through the ANPCC or ANMC. SCF also provides the PSFAs identified below at other locations consistent with the provisions of this FA, as well as remotely though a variety of telehealth mediums.

a) Programs, Services, Functions, and Activities.

A. Dental Program: Provides services to increase oral health and decrease the incidence of dental disease. Operates a Dental Assisting Training Program and a Commission on Dental Accreditation-approved Advanced General Practice Residency. In cooperation with the ANTHC, certain specialized services are provided as a resource to the statewide Native health system, as well as technical assistance and teaching services. Operates as a training site for Pediatric Dental Residency and a State of Alaska-endorsed Cleft Lip and Palate program. May provide support and training to community health aides under the Standards and Procedures approved by the I.H.S. Community Health Aide Program Certification Board. Income for the dental program that SCF provides at its Dental Clinic will continue to be enhanced by billing procedures that were established under the P.L. 93-638 Title I contract and endorsed by IHS.

B. Patient Support Services: Provides support and assistance to Alaska Native and American Indians, including, but not limited to, interpreter services to patients of ANMC and patients of other facilities

and programs; prenatal education; home visitation; care coordination; home based services; light housekeeping; transportation services; group and respite care activities; physical fitness and wellness program; provision of nutrition services, including the provision of and education about traditional Native foods; patient advocacy and referral services; and health promotion/education and disease/accident prevention services, activities, and programs. Services in the villages include, but are not limited to, determination of health needs, improvement of health knowledge and promotion of healthy lifestyles and practices, provision of advocacy services, transportation services, and networking with other professional providers.

C. Optometry Program: Provides optometric services, vision care services and materials, and also dispensary services. Also coordinates with ophthalmology services.

D. Behavioral Health: Provides a wide range of services in multiple locations. Services for children, youth, adults and families include psychiatric and psychological testing and assessment, neuropsychology testing and related services; medication management; therapy and supportive services; individual, large, and small learning circle services and education/training pertaining to such topics as domestic violence, abuse, neglect, and past trauma; as well as related transportation services. Individual, play, group and family therapy are provided, with the supportive services of case management, community case management, educational groups, daily support gatherings, peer-support, and tele-behavioral health. Provides education, outreach and training to local schools to increase awareness of SCF's services, and also to refer children and their families to such services as appropriate. Provides crisis support services to employees, as well as training regarding behavioral health issues in the workplace. Crisis intervention, referral, brief intervention and consultation liaison services are primarily provided by the Behavioral Urgent Response Team (BURT) in the ANMC hospital and emergency room; crisis response is also provided in villages upon request. Behavioral Health emergencies and referral services are primarily provided by the 23-Hour Crisis Stabilization program in the ANMC hospital. Intensive Case Management provides mobile community outreach services, including, but not limited to, intensive case management, referrals to other services, crisis intervention, and clinical assessments. Behavioral Health Consultants support and enhance the efforts of primary care physician teams and hospital staff and provide behavioral intervention to patients seen in multiple locations. Behavioral Pain Management Consultant provides consultation and expertise as well as direct services for patients with pain by referral from Primary Care Providers in multiple locations. Psychiatrists and mid-level behavioral health professionals provide behavioral health consultation services to primary care providers. Specialized services for adolescents with severe emotional disorders, case management and therapy services for victims of domestic violence, and parenting groups and support for high risk families are provided in the clinics, as are home visitation services for the purpose of identifying interventions that can support the family. Other behavioral health services may be provided through an agreement or subcontract with other organizations. Also included is the Community Health Aide Program, which consists of administrative supervision, clinical oversight, and employment of BHA/Ps, as well as clinical oversight of BHA/Ps in the Cook Inlet Region villages (in some cases through subcontracts with federally–recognized Tribes). BHA/Ps provide services under the *Standards and Procedures* adopted by the I.H.S. Community Health Aide Program Certification Board.

E. Substance Abuse Prevention and Treatment: Screening, assessments, referrals, and related procedures for testing for alcohol and drugs are provided through many programs and the Behavioral Urgent Response Team. Also provided under the program is screening, brief intervention, referral and treatment (SBIRT) of non-dependent substance misuse, case management, support for clients and families, prevention, education and assistance with preparing clients for treatment and tele-behavioral health. Motivational enhancement and referrals for patients admitted to ANMC for alcohol-related illness or injuries are provided by the BURT. Medication Assisted Treatment and other medication management is provided at various locations. Medically Managed Withdrawal/Detoxification and substance use assessment services are

provided through SCF's Detox Program. Residential treatment for women and their children is provided through SCF's Dena A Coy program. Pre-treatment, intensive outpatient treatment, outpatient treatment, and peer-driven community recovery activities and events for women and men with co-occurring disorders are provided in multiple locations. Outpatient education and treatment services are delivered to the Aleut Community of St. Paul Island, the Upper Kuskokwim villages, the Iliamna Lake Area villages, and in other rural clinics. In partnership with other clinical and faith-based providers, SCF provides the following alcohol and substance misuse treatment clinical and recovery support services: residential treatment; intensive case management; intensive outpatient programs; individual counseling; group counseling; family education and support activities; aftercare follow up and monitoring; transportation; housing; childcare; wellness activities; peer-support; culturally-appropriate community-based education, training, and outreach; and other services that address individual needs to sustain sobriety. Intake Treatment Coordinators provide advocacy and linkage to services, as well as motivational interviewing and enhancement techniques.

F. First Responder and Veteran PTSD: Provides education, training, and learning circles focused on Post-Traumatic Stress and suicide prevention in combat veterans and first responders, including first responder professions in rural communities such as health aides and Village Public Safety Officers. Activities include, but are not limited to, conferences, workshops and therapeutic services, including related transportation services and accommodations, as well as community collaborations with state programs, veteran programs, law enforcement, and other non-profit groups.

G. Public Health Nursing: Provides nursing services at the ANPCC and ANMC, including, but not limited to, pregnancy testing and other women's, children, and family services; provides additional services to children and families of Head Start Program. The following clinics and services are also provided by the Public Health Nursing Program: (1) *Nutaqsiivik Program* – The Nutaqsiivik Program has been designed to meet the special needs of women, children, and families at high risk for both medical and social complications. Home visitation services are provided and other adjunct and support services, including related transportation services, are also provided. (2) *Sexually Transmitted Disease and HIV Consultant* – Within the Anchorage Service Unit, SCF will continue to provide STD/HIV counseling, partner notification, case finding, community education, and consultation about treatment strategies for these diseases. (3) *Immunization Coordination* – SCF provides immunization coordination services. (4) *Community Health Nutrition* – provides supplemental foods, and nutrition education, counseling and other services for individuals who are at nutritional risk in many settings including, but not limited to, health fairs, residential alcohol treatment facilities, other SCF residential programs, schools, etc., including nutrition services associated with health promotion and disease prevention events.

H. Emergency Medical Services: Assists local and regional Emergency Medical Services programs in the delivery of basic first responder emergency care. Serves as Medical Control for Medevac patients. Also trains staff to be Emergency Trauma Technicians and provides Emergency Trauma Technician services from time to time and at occasional special events during the course of the year.

I. Fetal Alcohol Spectrum Disorder (FASD) Testing: FASD Program evaluates children between the ages of 3 and 18 who have been prenatally-exposed to alcohol. The FASD clinic uses a multidisciplinary team approach to evaluate the social, cultural, physical, cognitive and behavioral aspects of the alcohol-exposed child's functioning. It also provides community education presentations and professional trainings.

J. Primary Care Clinics and Complementary Medicine: The Primary Care Clinics provide integrated, comprehensive, patient-centered primary care services, including case management and early periodic screening, diagnosis, and treatment to patients of all ages and genders for scheduled primary care and same-day scheduled urgent care. Home visits to patients and visits to local schools are provided by

physicians and/or members of the patient care team. The Primary Care Clinics are the primary point of contact for Anchorage Service Unit ("ASU") villages receiving services for the routine medical needs of their patients (with the exception of high-needs children and obstetrics, which have special arrangements through case managers in pediatrics and OB/GYN). Providers may serve as referral physicians for ASU village health aides and as physician-sponsors for village EMTs. Participates in various medical residency programs, including the WAMI (Washington, Alaska, Montana, and Idaho) program with one physician serving as the coordinator for that program.

Special procedures performed at this program and at other SCF health service programs include, but are not limited to, suturing, splinting, casting, minor procedures, colposcopies, flexible sigmoidoscopies, mammographies, colonoscopies, and other cancer screenings.

With clinical oversight by the Primary Care Medical Director, and in coordination with general medical care by primary care providers, Complementary Medicine services include, but are not limited to, Healing Touch, Acupuncture, Chiropractic, Biofeedback, Naturopath, and Massage Therapy services. Dermatology, podiatry and allergy services may also be provided.

Field services include visits from physicians and nurse case managers; phone support for Health Aides, Family Nurse Practitioners, and Physician Assistants in the villages; and assistance with access to ANMC.

K. Pediatrics: Provides pediatric services on a primary care basis. Provides neurodevelopmental services, speech and language evaluation, applied behavior analysis, diagnosis, treatment and therapy. Provides inpatient and consultative pediatric services to the statewide Alaska Native system. Includes intermittent on-site support at regional centers around the state, coordination of specialty consultative services, basic primary care services, management of medically complex children, inpatient services, case management, Early and Periodic Screening Diagnostic and Treatment screening, and some degree of inpatient specialty services. All pediatric services at or through ANMC are provided under the medical supervision of an SCF pediatric medical director.

L. Obstetrics & Gynecology (OB/GYN): Provides comprehensive obstetrical and gynecologic care on a primary basis to women who receive services and on a referral basis for patients from regional providers. The OB/GYN system provides low and high risk obstetric care, a wide range of gynecologic services, and consultative support to local and statewide primary care providers. The provider staff provides nurse midwife and physician OB/GYN coverage to Labor and Delivery, inpatient gynecologic patients, and appropriate surgical activities. Provides statewide consultative review of standards, protocols, and procedures on women's health issues. Services include field visits by nurse midwives, physicians, and the Village Maternal-Child Health program, which consults with Community Health Aides and other clinical providers and monitors obstetric patients in the ASU villages receiving services.

Services provided at the outpatient OB/GYN Clinic and inpatient wards, related specialty services, and women's health services provided from the ANMC campus to regional hospitals will be under the medical direction of an OB/GYN Medical Director.

M. Tribal Management: Provides the administration of all PSFAs of SCF's programs and provides technical assistance to Village Councils and tribal organizations in the Cook Inlet region and elsewhere in the Anchorage Service Unit, at their request, consistent with the policy of SCF to aid these villages in their pursuit of independent contracts with IHS under P.L. 93-638, as amended, to the degree allowed by P.L. 105-83.

N. Dena A Coy Program (DAC): Provides a wide range of addiction and mental health treatment for women. Program components include long-term residential care for women and children up to age three years. Services include, but are not limited to, psychiatric services, individual and group addiction and mental health counseling, psycho educational groups, rehabilitative skill building, training, related transportation services, case management, learning circles, nursery services, and aftercare services. Also provides on-site child care services, developmental screening and early intervention services for children of women in treatment, on site medical care and related procedures for testing alcohol and drugs, nutrition services, prevention education, and assistance with transitional housing.

O. Administrative Services: Includes, but is not limited to, developing, interpreting, coordinating, and administering the organization's policies on personnel, including staffing, recruitment and retention, job classification, pay and benefits administration, training, education and development, employee relations, finance, accounting, contracting, payroll, insurance, data processing, internal controls, auditing, materials management, compliance activities, background checks, fingerprinting, and human resources, and the Alaska Native Health Resource Advocacy Program. SCF also provides the PSFAs described in Section 3 to its employees and families; see also Section 20. Numerous specific PSFAs listed below are closely related to, or part of, administrative services.

P. Executive Direction: Includes, but is not limited to, program planning, including both strategic and operational planning; financial management; personnel management, and ensuring that the organization meets or exceeds the requirements of regulatory programs. Includes medical staff office functions including, but not limited to, credentialing, privileging, committee support, and functions related to regulatory requirements. Includes activities of the SCF Board of Directors, Village Services Management Team, numerous advisory boards, and the appointment of and participation by members of the Alaska Native Medical Center Joint Operating Board.

Q. Physician and Nursing Administration: Includes, but is not limited to, providing leadership, direction, guidance, in coordination with the ANTHC Medical and Nursing leadership. Facilitates the use of Continuous Quality Improvement in the management of clinical services.

R. Admitting: Includes, but is not limited to, providing expertise and assistance in determining patient eligibility and technical resources for the point of service admissions process; assisting patients or their families in completing required applications for the third party/alternate health resources for which patients may be eligible.

S. Financial Management: Includes, but is not limited to, organizing, coordinating, and executing budget and financial operations for the SCF portion of the health system and coordinating efforts with hospital and other SCF finance personnel and finance related systems.

T. Grants and Awards Management and Planning: Includes, but is not limited to, proposal research, development, and preparation; grant management and monitoring functions related to grants and certain contracts.

U. Business Office: Includes, but is not limited to, collecting data on reimbursable expenses incurred by patients and clients, generating bills for collection from other payers (primarily Medicare, Medicaid, and private insurance), recovering medical care costs for patients involved in accidents where a third party is liable, conducting utilization review, insurance verification, and collection activities. These functions, when performed in connection with services provided at or through the ANMC or ANPCC, are coordinated with ANTHC.

V. Public Relations: Includes, but is not limited to, responding to media calls to SCF administration and programs, preparing material and information for public distribution and display, monitoring and updating the SCF website, social media, and providing technical assistance for graphical presentations and displays. Also coordinates activities such as staff meetings, employee and family events, the annual "Gathering", and other special events.

W. Human Resources: Includes, but is not limited to, administering and implementing human resources programs for SCF staff. Administers SCF's policies and procedures related to direct hire, Civil Service, and Commissioned Corps staff, as well as volunteers. Also facilitates on site and off site training meetings and retreats related to strategic planning, team building, problem-solving, health and wellness, and cultural training.

X. Telecommunications, Information and Technology Services: In coordination with ANTHC, this department is responsible for information management, including but not limited to managing, maintaining, and securing technology infrastructure, software and information. The Information and Technology Services support function provides hardware support, software development, information security, application management, telecommunications, biomedical devices and management, non-technical health information, overall information systems management, operations management, senior leadership level information management, disaster recovery, business continuity planning, and strategic planning. Additionally, information systems process improvement, project management, statistical analysis, informatics, analytics, data reporting and population health consulting services, are supported through internal and external Software as a Service (SaaS) systems.

Y. Health Information Services ("Medical Records"): Coordinating with the ANTHC, this function includes, but is not limited to, maintaining a medical record for all patients being seen in any clinic on the ANMC Campus and other SCF health services locations. Other functions include, but are not limited to, record storage and retrieval, review and analysis of medical records, transcriptions, coding, discharges, managing release of medical information, and the planning, implementation and management of Electronic Health Records systems, including Internet-based patient portal. Records are kept in accordance with federal and state regulations and in a manner to ensure accreditation by The Joint Commission, the Commission on Accreditation of Rehabilitation Facilities, or equivalent accreditation organizations.

Z. Property, Supply, and Central Sterile Processing: Coordinating with ANTHC staff, these functions include, but are not limited to, the ANMC Material Management and Central Sterile Supply functions, which will continue to provide technical, professional, logistical management for all support services and operations currently in place. Material Support Services (Property & Supply) range from purchase, management and distribution of supplies, equipment and mail, to overseeing numerous rental and maintenance contracts, to automated inventory control of equipment assets. Central Sterile Supply and Processing includes, but is not limited to, provision of medical supplies for patient areas and outputs and decontamination and sterile processing.

AA. Housekeeping: In coordination with ANTHC staff, this function includes, but is not limited to, the provision of (a) routine cleaning of facility surfaces in patient care and non-patient care areas of ANMC campus and other SCF locations, (b) unscheduled and/or emergency housekeeping services that are considered necessary for reasons of health, safety or patient care (spills, etc.); and (c) assisting the various department managers with their responsibility to monitor the facility's interior for areas needing repair and reporting of same to the plant operations department for repair.

BB. Laundry: In coordination with ANTHC staff, this function includes, but is not limited to, managing linen throughout the ANMC and the ANPCC, as well as other SCF locations.

CC. Quality Resources: In coordination with ANTHC staff, this function includes, but is not limited to, providing education, coordination and support in the areas of continuous quality improvement, risk management, corporate compliance, legal affairs management, medical cost recovery and issues related to complying with accrediting, certifying and regulatory agencies such as The Joint Commission, the Commission on Accreditation of Rehabilitation Facilities, the Commission on Dental Accreditation, or equivalent accreditation organizations; providing, through risk management, processing of legal documents, coordinating of depositions, managing Federal Tort Claims, and investigating sentinel events; coordinating a corporate compliance program that ensures compliance with federal and state laws; and coordinating continuous accreditation by The Joint Commission, the Commission on Accreditation of Rehabilitation Facilities, or equivalent accreditation organizations.

DD. Infection Control: In coordination with ANTHC staff, this function includes, but is not limited to, managing the coordinated process to reduce the risks of endemic, epidemic, pandemic, and nosocomial infections to patients and health care workers, which is accomplished through surveillance and follow up methodology and tools, education, and reporting information about infections both internally and to public health agencies when appropriate.

EE. Employee Health: In coordination with ANTHC staff, this function includes, but is not limited to, engaging in a proactive approach to preventing or reducing the risk of spreading infectious diseases in patients, employees and visitors, which entails providing mandatory training, recommended immunizations, respiratory protection devices, isolation procedures, tuberculosis surveillance program, contact tracing of infectious disease, and a bloodborne pathogens exposure plan; an employee health database is maintained to assure compliance with immunization requirements and tuberculosis screening.

FF. Safety and Environmental Services: The ANMC campus Safety and Environmental Management department and the SCF Quality Assurance Department provide technical and professional consultation and direct services to all departments including, but not limited to, safety/security management programs; life safety management; hazard surveillance monitoring; hazardous materials and waste management; monitoring of contracts for pest control, regulated medical wastes and hazardous waste; and activities involved with surveys by Joint Commission, or equivalent accreditation organizations, OSHA and other regulatory body inspections. SCF provides similar services for non-ANMC facilities.

GG. Biomedical Services: In coordination with ANTHC staff, this function includes, but is not limited to, assuring the use of safe and functional equipment in diagnosis and treatment of patients through a comprehensive equipment management program.

HH. Anchorage Native Primary Care Center (ANPCC): Pursuant to Section 325 of P.L. 105-83, Southcentral Foundation provides all programs, functions, services, and activities at the ANPCC including, but not limited to, Public Health Nursing, Pharmacy, Radiology, Laboratory, Medical Records, Primary Care Clinics, Pediatrics, Behavioral Health, Obstetrics & Gynecology, and Traditional Healing. These programs are described in more detail elsewhere in Section 3 of this Agreement.

II. Home Visit/Home and Community-Based Services: SCF delivers health care in the patient's place of residence. The home health services, as ordered by a provider, are provided by different types of providers including but not limited to: registered nurses, nurse practitioners and/or physician assistants, Board Certified Behavior Analysts (BCBA's), occupational therapists, and physical therapists. The home health services include case management; coordination of health care services; and direct patient care, including but not limited to personal care services, activities of daily living support, coordination of durable medical equipment (DME) and medical supplies, physical assessment, medication management,

disease management, wound care, infusion therapy and equipment, pain management, immunizations, health screening, geriatric nursing, home cardiac rehabilitation and telemedicine. Home health care services also include supportive medical, clinical, social, emotional, and spiritual activities. Therapeutic treatment, as ordered by a provider, includes but is not limited to physical, occupational, and speech therapy. Palliative care and other end of life services may be provided. Respite services may also be provided. Home and community-based services are also provided by care coordinators to individuals who are eligible. Such care coordinators provide case management for the following home and community-based services: family habilitation; shared care; respite, companion and supported living services; day habilitation; adult day services; transportation services; environmental modifications; chore services; meals; specialized medical equipment and supplies; nursing oversight; intensive active treatment; physical therapy and specialized private duty nursing services.

JJ. Traditional Healing: Includes the coordination of traditional healing practices, research, and training so that traditional healing may be incorporated "side-by-side" with medical practices to further incorporate Native values, beliefs and practices for the ultimate benefit of patients and families. Includes patient education about traditional medicines and healing practices, including various traditional crafts and activities. Traditional health care services will be provided in accordance with 25 USC Sec. 1680u.

KK. Social Services: Under the authority of Title V of the Indian Self-Determination and Education Assistance Act, as amended, SCF has redesigned this PSFA and incorporated the performance of this function into its more general PSFAs such as, but not limited to, Primary Care, Behavioral Health and Pediatrics.

LL. Physical Therapy: In cooperation with the ANTHC, a comprehensive physical therapy program is provided. Services include, but are not limited to, physical and neurological evaluation and treatment, exercise, dry needling, occupational therapy, speech pathology, limited rehabilitative services, self-care education, home visits, and coordination with other patient service centers. Staffing includes Physical Therapists, Occupational Therapists, Exercise Physiologists, Physician level Physical Medicine and Rehabilitation, and ancillary and support staff.

MM. Quyana Clubhouse: Provides behavioral health services to severely or chronically mentally ill adults including, but not limited to, psychiatric services, individual and group counseling, intensive case management, job skills, medication management and monitoring, budgeting skills, crisis intervention, adult daily living skills, anger management, addiction services, relapse prevention, peer-support services, recreational and socialization opportunities, related transportation services, and nutrition. Also provides primary health care and wellness services including, but not limited to, primary care screening, assessment and diagnosis; prescribing medications; case management; health and wellness education; physical exercise; and wellness coaching. In addition, staff travel around Anchorage to provide services in the patients' homes or in the community and to assist patients with activities of daily living. This program works closely with many other city and state programs to ensure the best possible care for these individuals.

NN. Pharmacy: In coordination with the ANTHC, the comprehensive pharmaceutical care includes, but is not limited to, recommending therapies, dispensing medications, including through remote dispensing units and curbside services, providing home infusion therapy services, and monitoring of medication treatment plans to assure appropriate, safe, and cost effective therapies; provide patients information regarding their treatment to assure compliance and mitigate potential side effects. Maintain capacity to service the needs of the ASU villages, in addition to onsite functions, other offsite functions, and limited statewide consultative support.

OO. Radiology: In cooperation with the ANTHC, comprehensive radiologic services are provided. This includes, but is not limited to, a wide range of diagnostic, therapeutic, interpretive, and consultative services provided on a local, regional, and statewide basis.

PP. Laboratory and Pathology: In cooperation with the ANTHC, a full range of laboratory and pathology services are provided in support of local, regional, and statewide programs. These services include, but are not limited to, specimen handling, diagnostic testing, and clinical interpretation.

QQ. Adolescent and Young Adult Internship Programs: This program places adolescents and young adults in work opportunities within SCF and with other health care-related employers and engages adolescents and young adults in team-building, career development, and cultural activities that promote mental and physical health and incorporate cultural values, community and family involvement. The program also provides educational and supportive services, including related transportation services, directed at maintaining the adolescents and young adults in a constructed engagement of their behavioral health and developmental needs. The internship program includes Summer, Winter, and Graduate Intern sessions.

RR. Adolescent Residential Treatment a/k/a "The Pathway Home": Long-term residential treatment for Severely Emotionally Disturbed (SED) youth with mental health issues. Includes main Pathway Home facility, as well as therapeutic homes at various locations in the community for SED youth referred from outpatient providers or from higher levels of residential care. A continuum of services are provided to adolescents experiencing SED, including intensive case management; basic primary care services; nutrition services; onsite school; educational and clinical treatment substance use groups; learning circles; and related transportation services. Treatment services are provided at the main Pathway Home facility. The program combines treatment; education; and self-esteem, trust and skill building activities, with a behavior-based intervention model in order to foster responsible independence; and aftercare programs, which includes traveling to and from villages. Tele-behavioral health is provided at all locations.

SS. Child Development and Family Services: Includes, but is not limited to, health-oriented education, socialization, health screening, growth and nutritional assessment, individualized culturally-appropriate child development services, occupational therapy, physical therapy, speech therapy, related transportation services, family services and family involvement for Alaska Native and American Indian children and families.

TT. Diabetes Program: In coordination with the ANTHC, this program includes primary, secondary, and tertiary prevention components that include, but are not limited to, presenting education and training programs targeting Native beneficiaries, holding diabetes screening clinics in the community, developing tracking systems and methods of notifying high-risk and diabetic patients to visit the clinics for follow-up, conducting foot and eye clinics for diabetic patients; and gathering and reporting data related to diabetes.

UU. Establishment of Health Needs: Includes, but is not limited to, conducting surveys, household interviews, and collecting other data to determine the health needs of Alaska Native and American Indian families residing in the Municipality of Anchorage and to compare such data with data produced by the Behavioral Health Risk Factor Surveillance System.

VV. Domestic Violence, Abuse, and Neglect: Provides education and raises awareness in individuals and groups about the issues of domestic violence, child abuse, and child neglect under titles such as the Family Wellness Warriors. The activities include conferences, education, training, learning circles, and workshops, including related transportation services, and providing accommodations for participants

who must travel to attend conferences, training and workshops, as well as community collaborations with state programs, law enforcement, faith-based, and other non-profit groups. Provide case management and support to Abused Women's Aid in Crisis (AWAIC) customers, including making appropriate referrals.

WW. Internal Medicine: In a coordinated effort with the ANTHC, the services of this department include, but are not limited to, providing internal medicine services to adult and geriatric patients throughout Alaska on a consultative, scheduled appointment or non-scheduled emergent visit basis. Patient care is provided on the ANMC campus and during field visits by the general internists. This department also provides referral services (inpatient and outpatient), telephone consultation for local and field providers, and has primary outpatient responsibility for non-Anchorage Service Unit adult patients. In addition, the Consultant for Complex Adults, an integrated internal medicine physician, provides care to adults with complex care such as, but not limited to, diabetes. HIV and infectious disease expertise will be maintained and referrals will be readily accepted. Services may also be provided at other health services locations.

XX. Emergency Department: In a coordinated effort with the ANTHC, the services of this department include, but are not limited to, providing urgent and emergency care to patients who present to the hospital 24 hours a day; serving as a site of stabilization, diagnosis, and initial treatment for patients transferred from rural Alaska; responding to inpatient emergencies; serving as the onsite medical clinic for all ANMC employees requiring medical attention while at work or presenting for work related injuries or exposures; and providing consultation for urgent and emergent problems to medical providers in the Anchorage Service Unit. In addition, the Behavioral Urgent Response Team also works primarily out of the Emergency Department and provides services 24 hours per day. Services may also be provided at other health services locations.

YY. Health Education: In coordination with ANTHC, develops and implements a comprehensive patient education support service and provides educational and community outreach programs for customers of the ANMC campus, including, but not limited to, smoking cessation. Includes health promotion, education and training programs for medical campus staff, with particular attention to certification and regulatory requirements, community activities, physical fitness, and wellness programs, including related transportation services and sponsorship and direction of team sports. Library resources will be maintained in cooperation with ANTHC. Services are provided at various locations throughout the SCF service area.

ZZ. Audiology: Includes, but is not limited to, providing audiologic care, including hearing aids, and specialized testing, including Vestibular and Auditory Brainstem Response (ABR) Testing, to pediatric, adult, and geriatric patients throughout the Alaska Area on a consultative, scheduled appointment or non-scheduled emergent visit basis and through field visits. Services will be coordinated with Ear, Nose, and Throat services.

AAA. Clinical Dietetics Services: Provides a nutrition component to the primary care medical system of SCF. Provides lactation support services. Works with this system to provide consultation, direct patient contacts, and community activities related to nutrition issues. Provides some limited consultative support throughout the Anchorage Service Unit and village clinics managed by SCF.

BBB. Family Practice Residency: Provides financial support and staffing through directed assignment to the Alaska Family Practice Residency Program to assist in the training of family practice/family medicine physicians for employment throughout the Native health system of Alaska.

CCC. Child Physical and Sexual Abuse: Provides technical and supportive services in the prevention and treatment of child physical and sexual abuse at various locations, including the Alaska C.A.R.E.S. Clinic, which provides physical and sexual abuse evaluations for minors.

DDD. Facilities and Vehicle Management: Includes, but is not limited to, management of contractor activities on existing space, facility planning and design activities, and maintenance and renovation activities, including Maintenance and Improvement-funded (M & I) projects and activities. Facilities Management also includes, but is not limited to, performance and management of facilities-related procurement, non-construction related provision of facilities for temporary housing of employees, and facilities landscaping. Vehicle Management includes oversight of SCF fleet vehicle operations, scheduling and performance of maintenance, and managing vehicle-related procurement.

EEE. Training and Continuing Education: Subject to funding availability, provides limited financial support for SCF employees and other Alaska Natives in pursuit of higher education in health-related fields.

FFF. Center for Disease Control (CDC): Under the authority of Section 325 of P.L. 105-83, includes, but is not limited to, funding from multiple sources for a variety of projects and activities as requested by CDC. These projects include, but are not limited to: (1) providing a physician and payments to village study participants; (2) providing support for the Helicobacter Pylori and Antibiotic Resistance Projects including, but not limited to, documenting rates, risk factors, susceptibility, and evaluating and implementing diagnosis, treatment, intervention, and education activities; (3) supporting laboratory and surveillance activities including, but not limited to, specimen collection and testing, evaluating availability of testing, standardizing procedures, and enhancing laboratory surveillance activities throughout the Arctic; (4) other collaborative studies, such as village antibiotics and Anchorage Strep Pneumo Carriage Study.

GGG. All-Alaska Pediatric Partnership: Participates in a cooperative effort between SCF, ANTHC, and other private and governmental entities with an interest in issues of concern in the field of pediatric medicine.

HHH. Federal Partnership: Under the authority of Section 325 of P.L. 105-83, SCF is a participant in the Alaska Federal Health Care Partnership. As such, SCF will occasionally be called upon to provide services within the Federal sector in Alaska. This may include, but may not be limited to, providing outpatient and inpatient services to VA and Tri-Care patients.

III. Health Research: SCF conducts research activities and provides oversight, technical assistance, clinical services, and managerial functions. These activities include but are not limited to a focus on domestic violence, child abuse and neglect, suicide, substance abuse, oral health, cancer, obesity, diabetes, cardiovascular disease, patient safety, specimen banking, pharmaceutical effectiveness, and effectiveness of health system. SCF provides tribal oversight of research whereby the SCF Executive Committee and/or Board of Directors approves all research that has first been approved by the Institutional Review Board. SCF also conducts program evaluation services to help ensure the effectiveness of services provided. SCF also provides training opportunities for Alaska Native and American Indian people considering health research, public health or program evaluation careers. These efforts may be in cooperation with the National Institutes of Health, Center for Disease Control and Prevention, other government programs, academic institutions and/or privately funded efforts.

JJJ. Telehealth: SCF participates in the development of the telehealth project of the ANTHC, which supports implementation of the Alaska Federal Health Care Access Network (AFHCAN) to provide telemedicine services, including clinical medicine workstations and telehealth kiosks in all Federal health

care facilities and State of Alaska Public Health Nursing sites in Alaska. SCF also participates as a referral hub to provide tele-behavioral evaluation, consultation, treatment and referral services.

KKK. Public Health and Epidemiology: Directly and/or through ANTHC, including its Epidemiology Center, SCF carries out public health, epidemiology and health research functions. These activities include, but are not limited to, collecting and receiving personally identifiable health information for the purpose of

(1) preventing or controlling disease, injury, or disability;
(2) reporting disease, injury, and vital events such as birth and death; and
(3) the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

LLL. Clinical Consultant for OB/GYN: Assists the IHS nationwide as a consultant on a variety of patient and programmatic issues relating to women's health.

MMM. Community Health Aide Program: Provides quality village-based primary health care that includes, but is not limited to, acute and chronic care, emergency and preventive services, and health promotion activities to individuals, families, and their communities; provides supervision and support of CHAs as they advance through the program; and provides logistic and administrative services for community health aides.

NNN. Village-Built Clinic Leasing Program: Provides funds to support the rental of village clinic space in the Upper Kuskokwim villages and the Iliamna Lake Area villages. Funding for the program may be withheld by IHS under the Buyback/Withhold Agreement (Appendix D) and managed by AANHS Office of Environmental Health & Engineering.

OOO. Village-Directed Tribal Shares: Carries out PSFAs to address health-related needs according to priorities set by the Aleut Community of St. Paul Island and each of the village councils in the Upper Kuskokwim villages. This includes PSFAs described elsewhere in this FA, as well as other PSFAs, which may include, but are not limited to, clinic and tribal administrative office maintenance, renovations, utilities, and other operating costs, dust control, patient travel, search and rescue, facility construction management and environmental health improvements.

PPP. Support Services to Anchorage Service Unit (ASU) Tribes and Tribal Health Organizations: To the extent not covered elsewhere in this FA, provides support services to the ASU, including but not limited to, medical oversight, development and application of clinical protocols and standards developed at ANMC; support for ASU clinical quality assurance initiatives and clinical quality improvement efforts; organization of regular meetings of the clinical leadership and ASU providers; technical assistance and training with respect to meeting compliance requirements such as HIPAA, OSHA, licensing, etc.; support of the ASU's efforts in the recruitment of mid-level medical professional staff; coordination and improvement of processes related to access by ASU patients to specialty clinics at ANMC; clarification of roles and responsibilities of SCF physicians, dentists, and other health professionals relative to ASU provider clinical staff; pharmacist involvement in the oversight of medication management and storage by ASU providers; advocacy for resolution of concerns presented by ASU providers and patients accessing services at ANMC; general problem-solving of issues of concern from across the ASU in the coordination of health care issues; support of the participation of ASU community health aides in the Anchorage community health aide training programs; and provision of itinerant clinical staff to ASU locations through the maintenance of a pool of potentially available, qualified itinerant clinical staff. Provide radiology training and support.

QQQ. Suicide Intervention and Prevention: Provides outreach services, supportive services, case management, information and referrals to program participants, as well as to persons affected by the participant's suicidal ideation. Services include structured learning opportunities, non-clinical group sessions, information sessions, life skills training, orientation to SCF services, various program-sponsored activities, and transportation to and from service providers and events. Training and consultation is provided to the BHA/Ps in the Cook Inlet Region villages for suicide prevention, screening and assessment of suicide risk and crisis response. Suicide prevention training is also provided to health professionals and natural helpers, which includes but is not limited to parents, siblings, friends, and counselors, in multiple locations.

RRR. Native Wellness: Addresses wellness needs of Alaska Native/American Indian men and women through various educational activities, cultural activities, and therapeutic support services, including learning circles, re-entry, clinical, and case management services and transportation services, provides opportunity for employment skill building, career growth and life skills, which promote physical, mental, emotional, and spiritual wellness.

SSS. Post-Doctoral Dental Training: Provides financial support and staffing to the Advanced Dental Education Program in General Practice Residency and Advanced Dental Education Program in Pediatric Dentistry with the goal of training dentists for employment throughout the Native health system of Alaska.

TTT. Health Services Training: SCF participates in health services training by offering sites for medical residents and other individuals obtaining training in the health professions; through providing clinical preceptorships, mentoring, shadowing, training and supervision.

UUU. Services Provided in Cooperation with Other Co-Signers: SCF provides and facilitates a wide range of services directly, and in cooperation with ANMC, ANTHC, and other Co-Signers, including through field clinics, referral to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this Section 3 may be performed by any organizational unit of SCF at SCF's direction.

VVV. Added Programs and Services: (1) Any new or existing health care program, service, function, or activity funded during Fiscal Year 2023, including, but not limited to, programs identified in the Indian Health Care Improvement Act; (2) any new health care program resulting from the reallocation of funds and redesign of programs, which will be in accordance with the terms of the Compact; (3) and any new programs or services mandated by federal legislation, including those resulting from health care reform.

WWW. Other Programs/Services Funded: This Funding Agreement includes programs, services, functions, and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, services, functions, and activities that may be included in the Funding Agreement pursuant to Section 505 of Title V and Article III, Section 6 of the Compact.

b) Federal Tort Claims Coverage. The Federal Tort Claims Act applies to SCF's PSFAs under this FA as provided in Section 516(a) of Title V of the Indian Self-Determination and Education Assistance Act ("Title V"), which incorporates Section 102(d) of Title I of the Indian Self-Determination and Education Assistance Act ("Title I") and Section 314 of P.L. 101-512, and Article V, Section 3 of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections 900.180-900.210.

c) **Tribal Facilities, Locations and Personal Property.** Unless otherwise specified, SCF operates the programs or portions of programs described in this FA out of more than one facility or location and uses personal property owned by the ANTHC, by SCF, and by IHS in some of these facilities and locations.

(1) Real Property Generally. Subject to conditions applicable to specific facilities or locations, as set forth in this FA in subsection c)(2) and subsection 3d) below, the facilities and grounds identified in Appendix E to this FA in which the United States has title or holds a leasehold interest identified in SCF's and ANTHC's respective FAs (as adjusted in the two Purchase Agreements between ANTHC and SCF, which were attached to SCF's FY 99 AFA) shall be maintained under the following terms:

(A) title to such property (or the leasehold therein) shall remain in the United States.

(B) SCF shall comply with 20 USC § 107 relating to the operation of vending facilities on federal property by blind persons and shall honor the provisions of any existing agreement thereunder, and the existing agreement between the IHS and the ANMC auxiliary. SCF agrees that the IHS and ANTHC shall participate in the negotiation of any modification or renewal of such agreements.

(C) The responsibility for maintenance, repair, custodial, janitorial and security services shall be distributed in accordance with the allocation of the resources for such activities as provided in Schedule A of SCF's FY 99 AFA. Major or catastrophic repairs resulting from deficiencies in design or construction or from extraordinary or unforeseen events are not the responsibility of SCF, unless additional funding amounts to deal with such unforeseen circumstances are provided by the IHS, as set forth in Article V, Section 10 of the Compact. SCF shall be eligible for additional Maintenance & Improvement ("M&I") funds from the IHS in accordance with established IHS policies. Projects in a federally-owned facility or on federally-owned property for construction, renovation, or acquisition of space costing more than $100,000, including non-I.H.S. funds, may proceed only upon approval of a Project Summary Document (PSD) or Program Justification Document (PJD), as appropriate, from I.H.S. When the project does not require additional funds from the IHS, the IHS will expedite its review of the request. If a project is carried out under an approved PSD or PJD, SCF will report to IHS information required for maintenance of the IHS real property inventory system.

(D) SCF shall permit no unlawful activity on such premises.

(2) Specific Facilities.

(A) Facility Locations. Unless otherwise specified herein, SCF operates the PSFAs described in the FA out of more than one facility or location. These include, but are not limited to, the facilities and locations listed in Appendix E, which will be submitted prior to the effective date of this FA. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

(B) Other Tribe and Tribal Organization Sites. SCF may provide field clinics and other services in sites throughout the State of Alaska, including facilities operated by other tribes and tribal organizations or made available to them for the delivery of health programs. These sites will not be listed in Appendix E.

(3) Personal Property.

(A) Generally. All personal property previously owned by the IHS and located in the facilities identified in Appendix E has been transferred and provided for the use of ANTHC and SCF, respectively, for the performance of PSFAs under their respective FAs. SCF assumed responsibility for management of its share of such property pursuant to the conditions of 25 CFR § 900.51 - 900.60.

(4) Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. SCF may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to SCF. SCF's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

d) Federal Real Property Assets.

(1) Federally Owned Real Property. For all property assets, including facilities, managed by SCF under this Funding Agreement that are federally owned, SCF agrees to assist the IHS with its reporting requirements associated with Federal ownership of this property.

(A) The IHS must keep its facility condition assessment current (i.e., not more than five years old). SCF agrees to collaborate with the ANTHC on scheduling and conducting facility condition assessment surveys for federally-owned facilities under SCF management. The costs of these surveys will be estimated in concert with the ANTHC Maintenance and Improvement Resource Allocation Committee (MIRAC).

(B) The IHS must identify historic real property assets and ensure that the information is current. AANHS is currently working with a contractor to assess IHS real property holdings in Alaska. SCF agrees to provide reasonable access to facilities. IHS will provide SCF with a copy of the draft assessment and consider any comments SCF may submit.

(C) The IHS must keep an accurate and current inventory of real property assets. SCF agrees to provide the certification form included in Appendix F-1 annually to the AANHS for any new, replaced, or added space to a federally owned facility, or other changes in space utilization.

(D) The IHS must report Energy Data for federal facilities. SCF agrees to submit to ANTHC (DEHE) energy data, as specified in Appendix F-2.

(E) For projects started before October 1, 2005, the IHS must report all capital improvements made to federal facilities which exceed $25,000. For projects starting on or after October 1, 2005, the IHS must report all capital improvements made to federal facilities which exceed $100,000. SCF agrees to provide a Final Real Property Closeout Report specified in Appendix F-3 to ANTHC DEHE on each project within 120 days of its beneficial use of the facility, or an interim report using Appendix F-3 without the Chief Financial Officer certification if the project is not completed for beneficial use. SCF agrees to provide the applicable report by March 31st of each fiscal year.

(F) The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the I.H.S.to review and approve actions resulting in the use or commitment of I.H.S. funds or that affect I.H.S. property, and which may significantly impact the environment or cultural resources. Unless SCF has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix Z (Actions Requiring NEPA Review and Determination). Where SCF plans to undertake an action, as described in Appendix Z, on I.H.S. owned real property or utilizing I.H.S. funds received through this Funding Agreement and SCF has not assumed these responsibilities, SCF will provide the IHS with a Project Summary Document (Appendix X-4) and a completed Environmental Information and Documentation Form (Appendix Y) so that the I.H.S. can accomplish these requirements, and issue a Determination Document [Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)], as soon as possible. All documentation shall be submitted to the I.H.S. as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by SCF until the I.H.S. completes its compliance responsibilities and so advises SCF with a Determination Document. Pending resource availability, the I.H.S. is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

(G) The IHS must report on vendor's activity on federally owned or leased property. SCF agrees to comply with 20 U.S.C. §107 relating to the operation of vending facilities on federal property by blind persons.

(2) Leases.

(A) **VBC Leases.** The IHS must report on its federally leased facilities. SCF agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where SCF has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to SCF a copy of each VBC lease. No increase in the amount due to the Lessor pursuant to a lease will be negotiated by IHS without advance notice to SCF. In administering these leases, the IHS will work with SCF to ensure that each lease is in compliance with the standards referenced in the VBC lease.

(B) **Section 105(*l*) Leases.** To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(*l*) lease or leases, SCF agrees to provide updated information necessary for the renewal of any facilities leased under Section 105(*l*) of the Act to the AANHS. Upon renegotiation of a Section 105(*l*) lease or leases, IHS will provide to SCF a copy of each 105(*l*) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. §5385(d)(2)(B) and (D), Section 105(*l*) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: (1) Nilavena Subregional Clinic, Iliamna, Alaska; (2) Nikolai Health Clinic, Nikolai, Alaska; (3) Kokhanok Health Clinic, Kokhanok,

Alaska; (4) Port Alsworth Health Clinic, Port Alsworth, Alaska; (5) McGrath Regional Health Center, McGrath, Alaska; (6) Lifehouse, The Gathering Place, Sutton, Alaska; (7) The Pathway Home, Anchorage, Alaska; (8) Dena A Coy, Anchorage, Alaska; (9) SCF Detox Center, Anchorage, Alaska; (10) Nuka Learning & Wellness Center, Anchorage, Alaska; (11) Dr. Katherine and Dr. Kevin Gottlieb Building, Anchorage, Alaska; (12) Southcentral Foundation Four Directions Building, Anchorage, Alaska; (13) Southcentral Foundation Behavioral Health Services Programs Building, 400 West Benson Boulevard, Anchorage, Alaska; (14) Ahklun Mountain Building, Anchorage, Alaska; (15) Anchorage Primary Care Center, Anchorage, Alaska; (16) Chugach Square Mall, Anchorage, Alaska; (17) Fireweed Building, Anchorage, Alaska; (18) Mount Marathon Building, Anchorage, Alaska; (19) Mount Natazhat Building, Anchorage, Alaska; (20) Mount Yukla Building, Anchorage, Alaska; (21) Southcentral Foundation Finance Building, Anchorage, Alaska; (22) Nondalton Community Health Clinic, Nondalton, Alaska; (23) Heritage Plaza Business Condos, Anchorage, Alaska; (24) Tyonek Itinerant Housing, Tyonek, Alaska; (25) Mat-Su Valley Behavioral Health, Wasilla, Alaska; (26) Port Alsworth Provider Housing, Port Alsworth, Alaska; (27) McGrath Itinerant Housing, McGrath, Alaska; (28) SCF Warehouse-6130 Tuttle Place, Anchorage, Alaska; (29) SCF Warehouse-6160 Tuttle Place, Anchorage, Alaska; (30) SCF Valley Warehouse, 7877 W. Douglas, Wasilla, Alaska; (31) SCF Dental Clinic, 3606 Rhone Circle, Anchorage, Alaska; (32) SCF Behavioral Health, 999 East Tudor Road, Anchorage, Alaska; (33) SCF Behavioral Health, 3000 C Street, Anchorage, Alaska; (34) McGrath Itinerant Housing, 10 Martella Ave., McGrath, Alaska; (35) St. Paul Itinerant Housing, St. Paul, Alaska; (36) Pedro Bay Itinerant Housing, Pedro Bay, Alaska; (37) Iliamna Itinerant Housing, Iliamna, Alaska.

(3) Maintenance and Improvement Funds. SCF agrees to use Maintenance & Improvement funds received through this Funding Agreement in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. §12 to the extent applicable.

Section 4 - Amounts Available During the Term of the Funding Agreement.

a) The initial amounts available to SCF pursuant to the Compact and Title V of the Indian Self-Determination and Education Assistance Act, as amended, will be added by amendment to incorporate Appendix A into this Funding Agreement and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I.[2]

[2] Appendix A cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement, including additional adjustments as provided in section 4d). For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between I.H.S. and SCF for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

The Equipment Replacement amount identified in Appendix A will be paid as a part of the lump sum due to SCF and was determined by multiplying the FY 2022 Equipment Replacement amount paid to SCF by 90%. The final Equipment amount paid in FY 2023 will be based on the final FY 2023 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2023 Equipment Replacement allocation, is less than the 90% calculation, SCF will return the difference to the IHS.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including SCF, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to SCF as a part of the lump sum due. The amount is determined by multiplying the FY 2022 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2023 will be based on the final FY 2023 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2023 Routine M&I allocation, is less than the 90% calculation, SCF will return the difference to the IHS. SCF and IHS have agreed that SCF may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to SCF in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

SCF may also opt out of participating in one or more of the non-routine pool methodologies for its M&I eligible facilities,[3] as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

> SCF has elected to opt out from participation in the M&I competitive pool for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. SCF shall and has entered into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by SCF shall continue to be eligible for Competitive Project Pool funding.
>
> SCF has elected to opt out from participation in the BEMAR pool for all of its tribally and federally owned facilities and SCF may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that shall be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally

[3] M&I eligible federally owned facilities operated by SCF continue to be eligible to access non-routine funds through the Competitive Pool.

and federally owned facilities and the percentage of BEMAR funds (FEDS[4] deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

SCF understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. SCF acknowledges that opting back in to the non-routine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

The IHS must make an environmental assessment in accordance with the National Environmental Policy Act (NEPA) for all projects by SCF to which NEPA applies. At least 60 days prior to beginning such a project, SCF will provide a Project Summary Document (PSD) as specified in Chapter IV-I Policy #4 of the Maintenance & Improvement Resource Allocation Committee (MIRAC) Policies & Procedures Manual version 01/04 and a Health Care Facilities Environmental Information and Documentation form, Version – July 24, 2001 to AANHS for the purpose of affording the IHS an opportunity to perform an environmental review in accordance with agency's obligations under the NEPA.

These amounts are subject to additions for reimbursements and for new funds received during the term of this FA, including amounts that have historically been distributed as non-recurring funds under Title I of the Indian Self-Determination and Education Assistance Act, as amended, or under previous annual funding agreements and funds in support of resolving Y2K issues. Any amounts remaining unspent under Contract Nos. 243-89-0012 and 243-95-6000, or under previous annual funding agreements and funding agreements, after adjustment and reconciliation of the withheld amounts for IPA/MOA, supplies, and other services, as of the last day of the previous fiscal year, shall be included in this FA.

The Recurring Base amount in Appendix A includes $2,464,882 that SCF received, recurring in FY 2006 in Congressionally earmarked alcohol funds for the Pathway Home program.

(1) Schedules. Schedules A, B, and C of SCF's FY 99 AFA provide a historical record of the division of responsibilities for PSFAs of ANMC between SCF and ANTHC. Those schedules are for historical, informational, planning and budget purposes only and do not impose upon IHS any funding requirements not already identified in this section.

b) The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the Indian Health Service may be added to SCF's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add SCF's diabetes grant(s) and any other statutorily mandated grant(s) administered by the Department of Health and Human Services through the IHS to this FA after grant award. Grant funds will be paid to SCF as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. SCF will use interest earned on such funds to enhance the purposes of the grant, including allowable administrative costs. SCF will comply with all terms and conditions of the

[4] "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in implementing regulations or terms of the grants.

c) Transitional IHS PSFAs and Funds

(1) ANMC Transition as of January 1, 1999

For FY 2023, $57,792,[5] allocated to SCF, has been retained by the Area Office to support federal employees on IPA or MOA and $16,000, allocated to SCF, has been retained by the Area Office to provide an Employee Assistance Program for federal employees on IPA or MOA. The Area Office has agreed to transfer the personnel or funds to SCF as soon as it is determined that they are no longer needed to manage the IPA/MOAs for SCF. The final amount and any amount that will be returned to SCF for FY 2023 and subsequent Fiscal Years has not yet been determined; and, additional amounts, when identified, will be added to this FA by amendment as provided for in Section 15.

The amounts retained by the Area Office as described in the previous paragraph do not include funds for the purpose of performing time-and-attendance activities for federal employees under IPA or MOA with SCF. SCF will continue to perform this function, unless an amount of funding is negotiated and agreed to between SCF and the Area Office and returned to the Area Office by SCF to enable the Area Office to perform this function.

d) Contract Support Costs.

Contract support costs (CSC) will be paid in accordance with 25 U.S.C. §5325 and §5388(c). The parties agree that, according to the best data available, the amount to be paid under the FY covered by this agreement, which represents the parties' estimate of SCF's full CSC requirement pursuant to 25 U.S.C. §5325 is $44,213,347, which includes $10,931,460 for direct CSC and $33,281,887 for indirect or indirect-like CSC. The estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. §5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and SCF's full CSC requirement under ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 *et seq.*

e) Tribal Shares. The amounts available from Area for tribal shares reflect the transition plan agreed upon by the parties and do not reflect the full amount that will be available in future years.

f) Base Budgets.

(1) Categories and Base Year. At the end of the first period of base budget option, the IHS and Co-Signers agreed to extend the initial 3-year base budgets (FY 98 – FY 2000) implemented for the ATHC for an additional two years (FY 2001 – FY 2002). IHS and SCF subsequently agreed to additional extensions through FY 2012. The following categories are subject to base budgeting for the base year period, as noted below:

Category of Funding	Base Period or Base Funding/Extended Through

[5] This amount is subject to increases in FY 2022 and future Fiscal Years.

Headquarters TSA amounts[6]	FY 97/Extended Through FY 2012
Equipment Replacement Funding	Not Included
Area Tribal Share	Not Included
Routine Maintenance & Improvement	Not Included

(2) Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6a) "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede PSFAs, as provided in Section 15c) "Amendment or Modification of this Agreement, Due to Addition of New Programs."[7] Adjustments also shall be permitted when Co-Signer(s) choose to restrict or unrestrict previously "restricted" or "unrestricted" IHS Headquarters' categories; provided that restrictions shall be changed only during annual negotiations. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted.

(a) SCF shall also be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs, and any other increases in resources on the same basis as all other tribes.

(b) SCF shall also remain eligible for the distribution of additional IHS Headquarters tribal shares for Assessments, Workers' Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment.

a) **Payment Schedule**. Except as provided in subsections b, c, and d of this Section, all funds identified in Section 4 and Appendix A of this FA shall be paid to SCF, in accordance with Article II, Section 4(a) of the Compact; payment shall be made as follows:

One payment in lump sum to be made annually in advance by check or wire transfer.

b) **Availability of Tribal Shares.** SCF will be paid 100 percent of the negotiated Headquarters and Area Tribal Shares in its initial lump sum payment.

c) Buyback/Withholding. SCF may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal Government under Article V, Section 22 of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to SCF are set forth in the Buyback/Withhold Agreement between the IHS and SCF, which is attached as Appendix D to this FA. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2023 shall be .285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such Agreement will be negotiated for future fiscal years annually during the effective dates of this Funding Agreement.

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[6] Alaska Tribal Health Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[7] This includes the addition of new facilities, including maintenance and improvement funding and equipment funding allocated to those new facilities qualifying for inclusion in the Indian Health Service M&I and Equipment Database.

d) Periodic Payments. Payment of funds otherwise due to SCF under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of SCF by check or wire transfer.

Section 6—Adjustments

a) Adjustments Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment, due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to SCF in this FA shall be adjusted as necessary, after SCF has been notified of such pending action and subject to any rights which SCF may have under this FA, the Compact, or the law.

b) Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or funding agreement pursuant to the Indian Self Determination and Education Assistance Act, adjustments to funding amounts will be negotiated.

Section 7 – Records. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by SCF shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

a) patient medical records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); records of SCF are not to be considered federal agency records for purposes of the Freedom of Information Act, 5 U.S.C. Sec.552 and the Privacy Act.

b) pursuant to Section 105(o) of Title I, the medical records generated by SCF shall, at the option of SCF be stored with the National Archives and Records Administration, and SCF shall have access to such records.

c) SCF operates a healthcare quality assurance program and treats the records of such program as confidential and privileged in accordance with Section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. §1675.

SCF shall maintain the confidentiality of its patient records as follows: SCF will seek to comply with the Administrative Simplification provisions of HIPAA, including but not limited to, privacy, security, transactions and codes sets regulations, codified as 45 C.F.R. Parts 160, 162, and 164. If a record is not subject to HIPAA, SCF will comply with policies and procedures adopted by its Governing Body.

Section 8 - Program Rules. SCF is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services. SCF will make a best effort to carry out the PSFAs in this FA in compliance only with those program regulations, guidelines, and directives approved by the SCF Board of Directors. These will include, for PSFAs provided by SCF at the ANMC and the Anchorage Native Primary Care Center, compliance with the Joint Commission (formerly known as the Joint Commission on Accreditation of Healthcare Organizations, "JCAHO") standards, or equivalent accreditation organizations. ANMC operating policies and circulars relating directly to The Joint Commission accreditation and their successors, as developed by the ANMC Joint Operating Board, will also be followed.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, SCF does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

SCF agrees to be bound by 42 CFR part 1346, subpart I in the administration and provision of Purchased Referred Care services carried out under this Agreement.

Section 9 – Exemption from licensing fees. Employees of SCF shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian health Service are exempt from such fees.

Section 10 – Licensure. Licensed SCF health professionals will be licensed in accordance with Section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. §1621t.

Section 11 – Purchase of Healthcare Coverage. SCF may use federal funds for purchase of healthcare coverage in accordance with Section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. §1642.

Section 12 – Cost Sharing Option. SCF may elect to charge its eligible Alaska Native and American Indian beneficiaries for services provided by SCF under its Funding Agreement.

Section 13 – Retrocession and Discontinuance.

a) **Retrocession.** The retrocession provisions of Section 506(f) of the Indian Self-Determination and Education and Assistance Act, as amended, are herein adopted, except that the effective date of a retrocession from the Compact and/or the FA, in whole or in part, shall be less than one year from such notice if SCF and IHS so agree; however, pursuant to P.L. 103-332, 108 Stat. 2530, funds for the operation of the Dena A Coy program may not be retroceded, except to the IHS, and shares for that program may not be removed and provided to an individual tribe or tribes.

b) **Discontinuance.** SCF may discontinue its participation in the Compact after written notice to IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon agreement of SCF and IHS.

Section 14 - Consolidation of Contracts and Previous Funding Agreements. The following contracts and all previous Annual Funding Agreements and Funding Agreements shall remain in effect to support programs, activities, functions, services, materials, and facilities provided by SCF until all funds allocated to them have been completely expended and SCF agrees to their termination: P.L. 93-638 Title I Contracts # 243-89-0012 and 243-95-6000, as modified.

Section 15 - Amendment or Modification of this Agreement.

a) **Form of Amendments.** Except as otherwise provided by this FA, the Compact, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of SCF, as authorized by resolution from CIRI, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

b) Services from IHS. Should SCF determine that it wishes IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from SCF back to the IHS and the pro-rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses, including but not limited to, Workers Compensation to any Co-Signer.

c) Due to Addition of New Programs. Should SCF determine that it wishes to provide a PSFA of IHS not included in this FA, SCF may submit a proposal to IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, SCF may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to this FA. SCF may, at its sole option, choose to submit proposals under Title I or Title V of the Indian Self-Determination and Education Assistance Act, as amended.

d) Due to Availability of Additional Funding. SCF shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursement and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska tribe or tribal organization may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this FA shall be amended to provide for timely payment of such new funds to SCF. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with SCF.

e) Other Adjustments. Upon written authorization by SCF and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to SCF, for the purpose of reimbursing IHS for services or equipment provided to SCF, to assist in carrying out the terms of the Compact and this FA.

f) General Procedures for Amending or Modifying this FA. Amendments or modification proposed by SCF shall be submitted in writing to the IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, section 21, of the Compact, or as provided in paragraphs (d) and (g) of this section, a request to amend or modify this FA submitted by SCF shall be processed in accordance with sections 507(b)-(d) of Title V, and all provisions of those identified sub-sections are incorporated herein for this purpose.

g) Funding Increases.

(1) Written consent of SCF shall only be required for issuing amendments for those funds which:

A. require a change to Section 3 – Tribal Programs and Budget;
B. require a specific commitment by SCF (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
C. reduce funding other than changes in Congressional appropriations pursuant to Section 6 a)

(2) Amendments not requiring written consent may include, but are not limited to:
A. Program/Area/HQ Mandatories;
B. Program/Area/HQ End-of-Year Distributions;

C. CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, SCF will return the unused amount to the IHS CHEF account;
D. CHS Deferred Services;
E. Routine Maintenance & Improvement;
F. Collections and reimbursements.

(3) Amendments reflecting payment of these funds shall be provided to SCF after any such funds are added to the FA. SCF retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

Section 16 – Third Party Recoveries. SCF has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with Section 206 of the Indian Health Care Improvement Act, 25 U.S.C. §1641t, as amended at 25 U.S.C. §1621e. Any funds recovered by SCF through the filing, litigating, or settling a claim against a third party to pay for services previously provided to IHS-eligible beneficiaries by SCF, or for such services previously provided by the IHS in a PSFA now operated by SCF, shall be the property of SCF and shall be considered program income to be utilized by SCF as provided in Article III, Section 7 of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 of the Compact. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. §1623(b)], and as otherwise provided in law, SCF shall be the payer of last resort.

Section 17 – Severability This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision in accordance with the provisions of the Compact.

Section 18 - Facility Leasing. Pursuant to Section 105(l) of the Indian Self-Determination Act, P.L. 93-638, as amended by P.L. 103-413, the Secretary shall, at the request of SCF, negotiate and enter into a lease with SCF for the ANPCC and any other facilities operated by SCF.

Section 19 – Memorandum of Agreement with Tribes and Tribal Organizations. Funds provided under this FA may be allocated to and expended by an Alaska Native village ("village") or tribal organization in accordance with the terms of the Compact, this FA, a Memorandum of Agreement ("MOA") or subaward agreement approved by SCF and the Village or tribal organization, and Section 325 of P.L. 105-83, including those entered into under Attachment 5 to SCF's FY 99 AFA, the Cooperative Agreement for FY 99 Staffing Package Funds for Rural Anchorage Service Unit between the ANTHC and SCF. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village or tribal organization under such MOA or subaward agreement and to the Village or tribal organization and its employees to the same extent as if they had been carried out directly by SCF, if the Village or tribal organization would have met the criteria of 25 C.F.R. §900.181, but for the limitations on contracting imposed by Sections 325 and 326 of P.L. 105-83 or similar restrictions adopted in subsequent Congressional legislation. SCF agrees to be responsible for assuring that the language of any such MOA or subaward agreement with a Village or tribal organization shall be consistent with the Compact, this FA, and the Indian Self-Determination and Education Assistance Act, as amended. Such an MOA or subaward agreement may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignments shall be subject to the approval of the Alaska Area Native Health Service Director.

Section 20 – Service to Non-Beneficiaries. Services may be provided to non-beneficiaries (i.e., persons who are not Alaska Native or American Indian) on a fee-for-service basis in accordance with and subject to the provisions of section 813(b)(1)(B) of the Indian Health Care Improvement Act, as amended, and the resolution of the SCF Board of Directors.[8] In addition, services may be offered to Commissioned Corps Officers of the IHS and their dependents and as provided for under the Alaska Federal HealthCare Partnership.

Section 21 – Related Agreements. SCF and ANTHC have entered into certain reciprocal health services agreements under which the parties have agreed on a plan to manage the ANMC. SCF and ANTHC have also entered into agreement on redistribution of ANMC resources from all sources including funding from the IHS and third party revenue. These health services agreements and the revenue sharing agreement by the parties are authorized by section 325 of P.L. 105-83 and the programs therein are subject to the provisions of Section 3(c) and Section 19 of this FA for the purposes of FTCA coverage. The following health service agreements, identified as "Purchase Agreement I between Southcentral Foundation and the Alaska Native Tribal Health Consortium for Services at Alaska Native Medical Center" (SCF purchased from ANTHC), "Purchase Agreement II between Southcentral Foundation and the Alaska Native Tribal Health Consortium for services at Alaska Native Medical Center" (ANTHC purchases from SCF), "Memorandum of Agreement Between the Alaska Native Tribal Health Consortium and Southcentral Foundation Regarding Revenue Sharing", and "Cooperative Agreement for FY99 Staffing Package Funds for Rural Anchorage Service Unit Between Alaska Native Tribal Health Consortium and Southcentral Foundation," are attached to SCF's FY 99 AFA. The following health services agreements, identified as "Memorandum of Agreement By and Between Southcentral Foundation and Alaska Native Tribal Health Consortium Regarding Fireweed Building and Parking Arrangements" (February 2003), "Memorandum of Agreement By and Between Southcentral Foundation and Alaska Native Tribal Health Consortium [Regarding Fireweed Building and Parking Arrangements]" (Amended and Restated October 2009), "Agreement Between The Alaska Native Tribal Health Consortium and Southcentral Foundation Regarding Purchase Of Outpatient Pharmaceuticals" (April 2009), and "Memorandum of Understanding [By and Between The Alaska Native Tribal Health Consortium and Southcentral Foundation Regarding The Cerner Electronic Health Record]" (April 2010), are attached to SCF's FY 2015 FA. "Memorandum of Agreement Between the Alaska Native Tribal Health Consortium and Southcentral Foundation Regarding Revenue Sharing (Amended and Restated October 1, 2008)" is attached to SCF's Second Amended and Restated FY 2007 – 2009 FA. "Memorandum of Agreement Between the Alaska Native Tribal Health Consortium and Southcentral Foundation Regarding Revenue Sharing (Amended and Restated October 1, 2010)" is attached to SCF's FY 2011 FA. "Memorandum of Agreement Between the Alaska Native Tribal Health Consortium and Southcentral Foundation Regarding Revenue Sharing (Amended and Restated October 1, 2011)" and "Memorandum of Agreement Between the Alaska Native Tribal Health Consortium and Southcentral Foundation Regarding Revenue Sharing (Amended and Restated October 1, 2012)" are attached to SCF's FY 2014 FA. These agreements are attached for informational purposes and to indicate the IHS's acknowledgment of the same. The IHS is not a party to these agreements and does not assume any responsibility for enforcement of the same, except to the extent that such enforcement may be required by operation of Section 325 of P.L. 105-83, relevant provisions of the Indian Self-Determination and Education Assistance Act, or other applicable law or regulation. IHS acknowledges that the "Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation regarding Revenue Sharing" was entered into in order to implement the requirements of P.L. 105-83 and the intent of Congress that there be a "written agreement governing distribution of statewide third party reimbursement designed to ensure the continued financial stability of the Alaska Native Medical Center." Whenever in this FA references are made to the documents attached to SCF's FY 99 AFA and described under this section, the use of such documents shall be subject to the limitations of this section.

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[8]The SCF Board Resolutions approved by IHS is attached hereto as Appendix B.

The various reciprocal agreements referred to in this Section 21 have been or may in the future be amended. Copies of such amended agreements have been or will be attached to this FA by amendment or to previous FAs or AFAs.

Section 22 - Operation and Maintenance of Quarters

a) SCF shall be responsible for operation, management, and maintenance of the housing facilities located on St. Paul Island that are owned by the Federal Government and managed by SCF ("Quarters") in accordance with SCF's Housing Policy. The Alaska Landlord-Tenant Law does not apply to Federal Government housing.

(1) SCF shall be responsible for assigning Quarters under SCF's jurisdiction to all individuals eligible under the SCF Housing Policy.

(2) SCF shall be responsible for the day-to-day operation of the Quarters under its jurisdiction, including but not limited to routine maintenance and up-keep of heating systems, appliances, utilities and furnishings, grounds, and the building structure.

(3) SCF shall inspect Quarters for damages and cleanliness upon tenant's vacating the premises, in order to assess any damages identified as belonging to the tenant. If the Quarters require cleaning and/or any tenant-assessed damage is found, the tenant shall have the opportunity to make arrangements for cleaning and repairs at tenant's expense and to the satisfaction of SCF.

b) Quarters Return (QR) Fund Management.

(1) SCF may establish rental rates and collect rents for federally-owned Quarters in compliance with section 309 of the IHCIA, as amended at 25 U.S.C. § 1638. All occupants of the St. Paul Island Quarters, with the exception of approved volunteers, students and beneficiaries eligible under Section 3 of this provision, shall be assessed charges for rent, special services (e.g., house-keeping, snow removal and trash removal), and utilities in accordance with the rental rates established by SCF.

(2) SCF shall collect rent and utility charges (where utilities are not payable directly to the utility provider) applicable to the Quarters directly from tenants, including from Federal employees who occupy the Quarters. SCF will provide notice to applicable federal employees that it has elected to directly collect from them under Section 309 of the IHCIA, as amended at 25 U.S.C. § 1638b. Upon receipt of such notice, such federal employees shall pay rent directly to SCF.

(3) Patients boarding in Quarters shall be billed at the established rate. SCF shall not be required to charge beneficiaries who must occupy the Quarters for medical reasons that are authorized by an attending Physician. If a patient boarder has a third party reimbursement source that provides coverage for lodging, SCF shall bill for lodging at the Quarters. Patient boarding receipts shall be program income under this FA.

(4) All Quarters receipts collected by SCF and all Quarters collections from federal government employees shall be recorded in an SCF-managed account and maintained separately. Such funds shall be applied only to the operation, maintenance, and management of such Quarters. All such funds shall remain available for such functions until expended.

(5) Nothing in this Section shall be interpreted, construed, or applied to restrict the sole discretion and authority of SCF to issue certifications for rental deductions for income tax purposes to employees hired directly by SCF and to federal employees employed in the SCF Service Unit.

c) Other Funding For Quarters Repair Projects.

Quarters repair or improvement projects which are expected to exceed SCF's QR funds shall be submitted to the Director, Division of Health Facilities, as part of SCF's FEPP to be considered along with other Area Health Facilities Projects for Maintenance and Improvement funding or other types of funding available for IHS-owned Quarters.

Section 23 – Interpretation. This document is subject to and shall be interpreted in light of Section 325 of P.L. 105-83.

Section 24 – Memorializing Disputes. The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or at SCF's option, may be set forth in Attachment 1 to this FA, which shall be identified as "Memorialization of Disputes." This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in dispute for future reference, discussion, and resolution, as appropriate. SCF does not waive any remedy that SCF may have under the law with regard to these issues and any others not listed herein.

Section 25 – Effective Date and Duration. This FA will become effective on October 1, 2022, and will remain in effect until a subsequent FA is negotiated and becomes effective pursuant to Article II, Section 12 of the Compact.

United States of America
Secretary of
Department of Health and Human Services

By: _____ Date: _____
Alaska Area Director, Indian Health Service

Co-Signer:

Approved by: Southcentral Foundation

By: _____ Date: 5/24/22
April Kyle, President/CEO

SOUTHCENTRAL FOUNDATION BOARD OF DIRECTORS

RESOLUTION No. 10-10

A Resolution Authorizing Services to Non-Beneficiary employees/dependants of the Cook Inlet Health and Welfare Trust Participants and Alaska Native Tribal Health Consortium

WHEREAS, Southcentral Foundation ("SCF") is a Tribal Organization that is a Co-Signer of the Alaska Tribal Health Compact ("ATHC") and negotiates annually a Funding Agreement with the Indian Health Service ("IHS") pursuant to Title V of the Indian Self-Determination and Education Assistance Act, to carry out the programs, services, functions and activities ("services") of the IHS to Alaska Natives/American Indians who are beneficiaries of IHS programs; and

WHEREAS, the ATHC authorizes Co-Signers to provide services to individuals not otherwise eligible to receive IHS-funded services ("Non-Beneficiaries") in compliance with Section 813 of the Indian Health Care Improvement Act ("Section 813"); and

WHEREAS, the Board of Directors of SCF is the governing body of SCF; and

WHEREAS, Section 813, as amended at 25 U.S.C. §1680c(c)(2), authorizes the governing body of a Tribal Organization carrying out services of the IHS under the Indian Self-Determination and Education Assistance Act to make its own determination as to whether to provide services to Non-Beneficiaries under the Tribal Organization's Funding Agreement with IHS; and

WHEREAS, Section 813, as amended at 25 U.S.C. §1680c(c)(2), provides that in making such a determination, the governing body of the Tribal Organization shall give consideration to whether the provision of services to such Non-Beneficiaries will result in the denial or diminution of services to Alaska Natives/American Indians; and

WHEREAS, consistent with the objectives of §325 of Pub. L. 105-83, SCF co-manages the Alaska Native Medical Center ("ANMC") with the Alaska Native Tribal Health Consortium ("ANTHC"); and

WHEREAS, SCF provides services under its Funding Agreement with the IHS at ANMC, the Anchorage Native Primary Care Center, SCF's Valley Native Primary Care Center, SCF's Health Education Department, SCF's Home Based Services/Waiver Care Coordination Department, and SCF's Dental Department; and

WHEREAS, SCF offers healthcare to Non-Beneficiary employees and their dependants through the Cook Inlet Region, Inc. Health and Welfare Trust ("CIRI Trust"), a self-insured healthcare plan administered by Cook Inlet Region, Inc.; and

WHEREAS, Cook Inlet Region, Inc. and other participating employers in the CIRI Trust, including SCF, ("CIRI Trust Participants") offers healthcare to Non-Beneficiary employees and their dependants through the CIRI Trust; and

WHEREAS, ANTHC offers healthcare to Non-Beneficiary employees and their dependants through a self-insured healthcare plan; and

WHEREAS, the CIRI Trust Participants and ANTHC provide healthcare insurance to approximately 2,200 Non-Beneficiary employees and their dependants; and

WHEREAS, providing services to employees/dependants of the CIRI Trust Participants and ANTHC under SCF's Funding Agreement with IHS reduces the financial costs of providing an employee healthcare plan thereby making funds available to enhance services to IHS beneficiaries, decreases lost work time for employees who require healthcare services, provides important opportunities for quality improvement because employees who receive services provided by SCF and ANTHC will be more invested in quality of care and more sensitive to areas in which improvements are needed, and substantially enhances the confidence of IHS beneficiaries in the care they receive by demonstrating that SCF and ANTHC employees trust in and rely upon the quality of the services offered by SCF and ANTHC; and

WHEREAS, providing services to approximately 2,200 Non-Beneficiary employees/dependants of the CIRI Trust Participants and ANTHC would comprise a small percentage of the total number of individuals who receive services at ANMC, the Anchorage Native Primary Care Center, SCF's Valley Native Primary Care Center, SCF's Health Education Department, SCF's Home Based Services/Waiver Care Coordination, and SCF's Dental Department, the SCF Board of Directors has determined that providing services to these individuals, to the extent provided for in this Resolution, will not result in a denial or diminution of the services SCF provides to IHS beneficiaries; and

WHEREAS, Section 813 also requires SCF to recover the actual costs of providing services to Non-Beneficiaries, the SCF Board of Directors has determined that the provision of services to 2,200 Non-Beneficiary employees/dependants of the CIRI Trust Participants and ANTHC on a fee-for-service basis, in an amount not less than the actual costs to SCF of providing such services, will not result in a denial or diminution of the services SCF provides to IHS beneficiaries; and

WHEREAS, SCF has established billing and collection procedures to ensure that the 2,200 Non-Beneficiary employees/dependants of the CIRI Trust Participants and ANTHC are billed in an amount that results in the recovery of an amount not less than the actual costs to SCF of providing such services; and

WHEREAS, the SCF Board of Directors has determined that the conditions of Section 813, as amended at 25 U.S.C. §1680c(c)(2), are satisfied; and

NOW, THEREFORE, BE IT RESOLVED, the SCF Board of Directors authorizes SCF to provide services to Non-Beneficiary employees/dependants of the CIRI Trust Participants and ANTHC, as well as Intergovernmental Personnel Assignment Agreement staff of SCF and ANTHC and their dependants, at ANMC, the Anchorage Native Primary Care Center, SCF's Valley Native Primary Care Center, SCF's Health Education Department, SCF's Home Based Services/Waiver Care Coordination, and SCF's Dental Department, to the extent provided for in this Resolution, based upon the findings made herein, and in accordance with the requirement of 25 U.S. C. §1680c(c)(2) that the provision of such services to these Non-

Beneficiary employees/dependants will not deny or diminish the services SCF provides to IHS beneficiaries; and

BE IT FURTHER RESOLVED, that the SCF Board of Directors directs the SCF Chief Executive Officer ("CEO"), or his or her designee, to establish metrics to monitor and measure the ongoing impact of providing healthcare services to employees/dependants of the CIRI Trust Participants and ANTHC at ANMC, the Alaska Native Primary Care Center, SCF's Valley Native Primary Care Center, SCF's Health Education Department, SCF's Home Based Services/Waiver Care Coordination, and SCF's Dental Department, and to report regularly to the ANMC Joint Operating Board and to the SCF Board of Directors on the impact to IHS beneficiaries of providing such services, and the actions taken to ensure compliance with this Resolution; and

BE IT FURTHER RESOLVED, that the SCF CEO, or his or her designee, is authorized and directed to limit or eliminate access to such services provided to these Non-Beneficiary employees and their dependants whenever significant evidence is presented to SCF that demonstrates that providing such services to these Non-Beneficiary employees and their dependants has resulted in a denial or diminution of the services SCF provides to IHS beneficiaries; and

BE IT FURTHER RESOLVED, that this Resolution supplements other Resolutions of the SCF Board of Directors regarding services to Non-Beneficiaries, which shall remain in full force and effect; and

BE IT FUTHER RESOLVED that this Resolution shall remain in effect until such time as it is revoked by the Board of Directors.

CERTIFICATION

This Resolution was duly adopted by a quorum of the Board of Directors of SCF at a duly-noticed meeting held on the 5th day of October, 2010, by a vote of 7 in favor, 0 opposed, and 0 abstaining.

ATTEST:

James Segura
James Segura, Chairman

Karen Caindec
Karen Caindec, Secretary-Treasurer

SOUTHCENTRAL FOUNDATION BOARD OF DIRECTORS

RESOLUTION No. 12-02
Supersedes Resolution No. 10-09
A Resolution Authorizing Services to Non-Beneficiaries

WHEREAS, Southcentral Foundation ("SCF") is a Tribal Organization that is a Co-Signer of the Alaska Tribal Health Compact ("ATHC") and negotiates annually a Funding Agreement with the Indian Health Service ("IHS") pursuant to Title V of the Indian Self-Determination and Education Assistance Act, to carry out the programs, services, functions and activities ("services") of the IHS to Alaska Natives/American Indians who are beneficiaries of IHS programs; and

WHEREAS, the ATHC authorizes Co-Signers to provide services to individuals not otherwise eligible to receive IHS-funded services ("Non-Beneficiaries") in compliance with Section 813 of the Indian Health Care Improvement Act ("Section 813"); and

WHEREAS, the Board of Directors of SCF is the governing body of SCF; and

WHEREAS, Section 813, as amended at 25 U.S.C. §1680c(c)(2), authorizes the governing body of a Tribal Organization carrying out services of the IHS under the Indian Self-Determination and Education Assistance Act to make its own determination as to whether to provide services to Non-Beneficiaries under the Tribal Organization's Funding Agreement with IHS; and

WHEREAS, Section 813, as amended at 25 U.S.C. §1680c(c)(2), provides that in making such a determination, the governing body of the Tribal Organization shall give consideration to whether the provision of services to such Non-Beneficiaries will result in the denial or diminution of services to Alaska Natives/American Indians; and

WHEREAS, the Board of Directors of SCF has determined that providing services to Non-Beneficiaries will not result in a denial or diminution of the services SCF provides to IHS beneficiaries and that such services will be provided on a fee-for-service basis, resulting in reimbursement in an amount not less than the actual costs to SCF of providing such services, as required by Section 813; and

WHEREAS, SCF has established billing and collection procedures to ensure that the services provided to Non-Beneficiaries are billed in an amount that results in the recovery of an amount not less than the actual costs to SCF of providing such services; and

WHEREAS, the SCF Board of Directors has determined that the conditions of Section 813, as amended at 25 U.S.C. §1680c(c)(2), are satisfied; and

NOW, THEREFORE, BE IT RESOLVED, the SCF Board of Directors authorizes SCF to provide services to Non-Beneficiaries based upon the findings made herein, and in accordance with the requirement of 25 U.S.C. §1680c(c)(2) that the provision of such services to Non-Beneficiaries will not deny or diminish the services SCF provides to IHS beneficiaries; and

BE IT FURTHER RESOLVED, that the SCF CEO, or his or her designee, is authorized and directed to limit or eliminate access to such services provided to Non-Beneficiaries whenever significant evidence is presented to SCF that demonstrates that providing such services to Non-Beneficiaries has or will result in a denial or diminution of the services SCF provides to IHS beneficiaries; and

BE IT FURTHER RESOLVED, that this Resolution supplements other Resolutions of the SCF Board of Directors regarding services to Non-Beneficiaries, which shall remain in full force and effect; and

BE IT FUTHER RESOLVED, that this Resolution shall remain in effect until such time as it is revoked by the Board of Directors.

CERTIFICATION

This resolution was duly adopted by a quorum of the Board of Directors of SCF at a duly-noticed meeting held on the 11th day of January, 2012, by a vote of 7 in favor, 0 opposed, and 0 abstaining.

ATTEST:

James Segura

James Segura, Chairman

Karen Caindec

Karen Caindec, Secretary-Treasurer

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO SOUTHCENTRAL FOUNDATION FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Southcentral Foundation under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Southcentral Foundation's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Southcentral Foundation to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Southcentral Foundation or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting, Personal Property, and FOIA Coordination	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician' s Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 8/2/2019

Southcentral Foundation
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____
Katherine Gottlieb, MBA, DPS, LHD
President/CEO

Date: 6/3/19

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Southcentral Foundation

Section 1. Generally. Pursuant to Section 5(c) of the Funding Agreement between Certain Alaska Native Tribes Served by Southcentral Foundation (hereinafter "SCF") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), SCF has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by SCF on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to SCF shall be determined under section 2 below. SCF's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. SCF may acquire services from the IHS using one of three options: By (1) providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply; or (2) SCF may acquire services by authorizing partial year withhold amounts or (3) by placing an amount equal to the partial withhold amounts into an IHS approved escrow account, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by SCF.

2.2 Conditions for Partial Year Withhold or Escrow and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance Withhold or Escrow. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service or placed into an IHS approved escrow account pending

final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to SCF.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold or Escrow. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service or placed into an IHS approved escrow account pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold or Escrow. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services SCF proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service or placed into an IHS approved escrow account pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent SCF from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by SCF and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by SCF.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5(c) of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to SCF under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing services to SCF.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of SCF. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by SCF and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. SCF assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by SCF shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of SCF.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by SCF under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The SCF is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. SCF agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount

assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged SCF for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to SCF of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by SCF authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services SCF proposes to purchase from the IHS. In such case, no monthly payments are due from SCF. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to SCF and adjustments in the amount of withhold or payments needed to pay for all services SCF has purchased, or proposes to purchase, will be made to the IHS by SCF. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount SCF hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be

purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount When Not Electing Use of an Escrow Account. A Co-Signer purchasing services through buyback but not electing the escrow account and escrow agreement option authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount SCF hereby authorizes to be withheld.

3.2.1.3 Of Total Amount Placed into Escrow. A Co-Signer purchasing services through buyback and electing the use of an escrow account and escrow agreement will, no later than the first day of the month following receipt of its lump sum payment in accord with Section 5(a) of the Funding Agreement and the escrow agreement, deposit into the IHS approved escrow account an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased. A Co-Signer making this election authorizes the IHS to withhold an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/ Buyback" page of Appendix A for calculation of the amount SCF hereby authorizes to be withheld for October and the amount to be deposited into the escrow account.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to SCF of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized Advanced withhold plus the initial estimated monthly payment for each month preceding the first month for which a payment is due from SCF for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to SCF due to Congress authorizing continuing resolutions or other delays in making lump sum payments to SCF.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold or Escrow amount applicable to the category of services, as set forth in section 2.2. (For example, under the Advance Withhold option the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to SCF within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and SCF will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to SCF, any over recovery by the IHS must be returned to SCF and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by SCF.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from SCF.

3.4 Use of Other Funds Due SCF to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to SCF, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of SCF's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to SCF under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by SCF under this Agreement in a manner agreeable to SCF and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, SCF may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. SCF shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Special Conditions Applicable to the Escrow Election. A Co-Signer electing to utilize an escrow account to hold amounts due as defined in paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 shall so indicate by signing and dating in the space following its signature block below and by attaching as an appendix to this document, the IHS approved escrow agreement applicable during FY 2012. Additionally:

5.1 No later than November 1, 2011 or the first day of the month following receipt of its lump sum payment, whichever comes later, SCF will open an escrow account with a financial institution agreed to by the IHS, deposit the total of amounts due as defined in paragraph 3.2.1.3 into this escrow account, and will notify the IHS in writing that the escrow account has been set up.

5.2 SCF understands and accepts that the IHS approved escrow agreement attached to this FY 2012 Buyback Agreement remains in effect only until September 30, 2012, and that Section 505 of Title V of the ISDEAA (25 U.S.C. Sec. 458aaa-4) shall not apply to the escrow agreement.

5.3 All expenses incurred by SCF concerning the establishment, maintenance, and any other aspect of the IHS approved escrow account are the responsibility of SCF.

5.4 All funds deposited into the escrow account shall be managed using the prudent investment standard pursuant to section 508(h) of Title V of the ISDEAA.

5.5 The escrow agreement shall reflect the unilateral ability of the IHS to invoke an immediate wire transfer of funds from the escrow account to the IHS in the event of default in payment(s) due the IHS, or any costs incurred by the IHS under Section 2.3 under this Buyback/ Withholding Agreement; furthermore, the escrow agreement will reflect the obligation of the Co-Signer to immediately replace funds so transferred to the IHS so as to restore the original value of the escrow account. If the IHS takes action under this paragraph, the escrow option will not be available to the Co-Signer in FY 2013.

5.6 Not withstanding other provisions in the Act or within this Buyback/Withholding Agreement, the sole remedy for resolution of disagreements between IHS and SCF with respect to the election of the escrow account option is the Contract Disputes Act (41U.S.C. Sec. 601 *et seq.*).

Section 6. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2011, and, except as provided in Section 5 above, shall remain in effect pursuant to section 5(c) of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 5/30/2012

Southcentral Foundation on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: James Segura
James Segura, Chairperson

Date: 2/13/12

By
Katherine Gottlieb, President/CEO

Date: 2-13-12

For FY 2012 SCF elects the Escrow option

By: _____
James Segura, Chairperson

Date: _____

By _____
Katherine Gottlieb, President/CEO

Date: _____

Southcentral Foundation
Funding Agreement for Fiscal Year 2023
Appendix E
Facilities List
Effective October 1, 2022

The following is a list of the facilities that are being utilized by SCF on the date of signing this FA. In response to the COVID-19 pandemic and to mitigate the spread of the disease, SCF may conduct COVID-19 vaccinations and diagnostic testing in accordance with applicable standards, including for collecting, handling, and testing clinical specimens in a variety of healthcare settings, portable testing sites, and off-site non-SCF locations. Such off-site vaccinations and testing may continue as long as SCF determines that communicable disease transmission remains a threat to public health.

Facility	Location
4320 Diplomacy Drive – ANPCC	Anchorage
4341 Tudor Centre Drive – Fireweed Bldg.	Anchorage
4315 Diplomacy Drive – ANMC Hospital	Anchorage
3600 San Jeronimo Drive	Anchorage
4501 Diplomacy Drive	Anchorage
4175 Tudor Centre Drive	Anchorage
4155 Tudor Centre Drive	Anchorage
4201 Tudor Centre Drive	Anchorage
4160 Tudor Centre Drive	Anchorage
4145 Tudor Centre Drive	Anchorage
4130 San Ernesto – Dena A Coy	Anchorage
225 Eagle Street – Quyana Clubhouse	Anchorage
4000 San Ernesto – Pathway Home	Anchorage
6901 and 7033 E. Tudor Road – Chugach Square Mall	Anchorage
Various Warehouse and Storage Locations	Anchorage, Wasilla and Other SCF locations
Regional Locations	Alaska
Field Service Locations	Anch. Service Unit
Nilavena Sub-Regional Health Center	Iliamna
Locum Tenens and Staff Apartments and Housing	Anchorage, McGrath, Iliamna, Port Alsworth, Nikolai, Takotna, Pedro Bay, Tyonek, St. Paul
McGrath Health Center	McGrath
Takotna Health Clinic	Takotna
Nikolai Health Clinic	Nikolai
Training and Retreat Facility	Silver Salmon Creek
3550 Cottonwood Street	Anchorage
4353 Rendezvous Circle	Anchorage
4450 Diplomacy Drive	Anchorage
4973 Eagle Street	Anchorage
5000 Fairbanks Street	Anchorage
100 West 13th Avenue	Anchorage
1001 Knik Goose Bay Road – Valley Native Primary Care Center	Wasilla
Chickaloon Health Clinic	Sutton

4330 Elmore Road	Anchorage
St. Paul Health Center and Associated Residential Quarters	St. Paul Island
3801 University Lake Drive	Anchorage
3900 Ambassador Drive	Anchorage
C'eyiits' Hwnax Life House Community Health Center (Mile 61 Glenn Hwy)	Sutton
Igiugig Clinic	Igiugig
Kokhanok Clinic	Kokhanok
Nondalton Clinic	Nondalton
Pedro Bay Clinic	Pedro Bay
Port Alsworth Clinic	Port Alsworth
Tyonek Indian Creek Health Clinic	Tyonek
755 A Street	Anchorage
1101 E 3rd Avenue	Anchorage
4085 Tudor Centre Drive	Anchorage
6160 Tuttle Place	Anchorage
6130 Tuttle Place	Anchorage
3146 E 46th Avenue	Anchorage
4441 Diplomacy Drive and attached parking garage	Anchorage
Eklutna Clinic	Eklutna
4000 Laurel Street	Anchorage
1021 E 3rd Avenue	Anchorage
400 West Benson Blvd.	Anchorage
3925 Tudor Center Drive, #100	Anchorage
4901 A Street	Anchorage
3223 E Palmer Wasilla Highway	Wasilla
800 Northway Drive	Anchorage
3606 Rhone Circle	Anchorage
999 East Tudor Road	Anchorage
3000 C Street	Anchorage
4115 Ambassador Drive	Anchorage
7877 West Douglas Lane	Wasilla
419 Barrow Street	Anchorage
9131 Centennial Circle	Anchorage

APPENDIX [F]

1

Certification for New/Replaced/Added Space

IHS Area: Alaska

Certification for New /Replaced/Added Space
Agency-Related Program Space

Inclusion Criteria: Having space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.

1)	Tribe or Tribal Organization:

Check one

☐ NEWLY ACQUIRED BUILDING
Not replacing or adding to a building already in the M&I/Equipment database.

☐ REPLACED EXISTING BUILDING
Replacing a building already In the M&I/Equipment dalabase. At the end of this form identify the existing building that was/is being replaced. Describe new building below.

☐ ADDED SPACE TO EXISTING BUILDING
Adding space to building already in the M&I/Equipment database. At the end of this form, Identify existing building being added to. Include only increased amount of space below.

Describe the space proposed to be added into the M&I/E Inventory. For additions to existing buildings, only include the additional space here. Existing building will be identified at the end.

2)	Identification of building meeting inclusion criteria above (name, number etc). Write In "ADDITION" when applicable.		
3)	Location of building (city, state, etc). Leave blank for additions.		
4)	Ownership of building (tribe, private, other). Include lease/rental type where applicable.		
5)	Building construction type. Choose from: trailer. fire resistant, masonry with wood, wood frame.		
6)	Gross square meters of addition or entire building. as applicable.		gsm
7)	Gross square meters or-actual space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
8)	Annual average hours of use per week by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
9)	Maintenance and repair funds currently provided under contract budget, either specifically or part of rental/lease payments.		$

10)	Briefly describe below the health services provided under the PL 93-638 contract:

Checklist of certifications to attach for space proposed to be added into the M&I/E Inventory.

	BUILDING CODES and STRUCTURAL Attach Certificate of Occupancy or other evidence of meeting national building codes, satisfactory structural condition, and safety standards.	Cost to bring to Standard:	$

	SEISMIC (EARTHQUAKE) Attach seismic survey if applicable; Otherwise, provide basis for exemption..	Cost to bring to Standard:	$

	ENVIRONMENTAL Attach environmental assessment, Including of land.	Cost to bring to Standard:	$

	AS-BUILT SCALE DRAWING Attach as-built scaled drawing. Use metric units and scale.	Cost to bring to Standard:	$

Certified by:	Date:
Mailing Address:	
Phone with area code:	FAX number
E-mail address:	

For replacements and additions, identify existing building below.

11)	Identification of existing building which is being replaced or being added on to. (name, number. etc).	
12)	Location of existing building (city. state, etc).	

APPENDIX [F]

2

Energy Report

ALASKA AREA Energy Report

SERVICE UNIT:

Facility/Campus Name:

Current Reported SF:

FY 2006	Electricity (KWH)	Electricity Cost	Oil (Gal)	Oil Cost	Natural Gas (kft^3)	Natural Gas Cost	Other Source	Other Cost	Water (Gallons)	Water Cost
October										
November										
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										

Service Unit Facility Manager

Date

APPENDIX [F]

3

Final Real Property Closeout Report
And
Interim Real Property Status Report

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, "*Project Name*"
FINAL REAL PROPERTY CLOSEOUT REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Final Real Property Project Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

_____

_____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

_____

_____

_____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

CHIEF FINANCIAL OFFICER CERTIFICATION:

"I certify that the capitalized and expenses amounts for this final report were extracted from the attached General Ledger Summary. A successful independent audit of the organization was conducted in accordance with the Single Audit Act for the period in which the project was awarded and funded improvements completed. This information will enable the Indian Health Service to carry out its responsibilities under the Chief Financial Officers Act for reporting capital improvements made to federal facilities."

_____ Date: _____

Type Name of Chief Financial Officer
Type Name of Tribe/Tribal Organization

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, *"Project Name"*
INTERIM REAL PROPERTY STATUS REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Interim Real Property Status Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

_____

_____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

_____

_____

_____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. **Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system).** *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. **Construction**

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. **Equipment:**

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. **Post-Construction**

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

APPENDIX [F]

4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

*Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

APPENDIX [F]

5

Environmental Information and Documentation

HEALTH CARE FACILITIES ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Facility: *(Community Name)* Location: *(Community Name)*, Alaska

Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
PART I.		
1. Does this project include construction or lease of new facilities which will total more than 1080 square meters (12,000 square feet)? (Include portable facilities and trailers.)	No	Printed Materials– The proposed health facility in *(Community Name)*, Alaska will total ____ square feet. *Or* No new facility construction will be included in this project.
2. Does this project involve the construction or lease of new facilities on more than 2 hectares (5 acres) of land?	No	Printed Materials – Less than 2 hectares (5 acres) will be involved in the proposed *(Community Name)*, Alaska facility.
3. Historic Preservation: Will the proposed project construction or renovation adversely affect properties listed, or eligible for listing, on the National Register of Historic places (buildings, archaeological sites, objects of significance)? If a property is more than 50 years old and no determination of eligibility was done, the agency must evaluate and nominate the facility. Contact the State Historic Preservation Officer (SHPO) and document the contact and SHPO response.	No	Printed Materials – The State Historic Preservation Officer wrote a letter concurring with the proposed *(Community Name)*, Alaska Clinic on _____, 200_. This letter is attached as supporting documentation. No historic properties eligible or on the National Register of Historic Places will be adversely impacted by the construction of _____ in *(Community Name)*, Alaska. The State Historic Preservation Officer has been consulted for concurrence with this finding.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description:

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
4. Will the proposed project construction or renovation violate local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that generate those items include renovations, new construction, air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, medical centers, etc. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	No	Printed Materials – The proposed project in *(Community Name)*, Alaska does not violate local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes.
5. Will the project result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or Local) law or requirements imposed for protection of the environment or public health and safety? REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.1., K.2.	No	Printed Materials – The project will be in compliance with all applicable laws and requirements and will have the appropriated regulatory approvals.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
6. Will the proposed project or construction or renovation result in a conflict with existing or proposed state, federal and local land use plans?	No	Printed Materials – The project site is not zoned. The *(Community Name)*, Alaska *(City and/or)* Traditional Council*(s)* have identified this project as an essential community facility.
7. Is the project significantly greater in scope than normal projects for the area or does the project have significant unusual characteristics? REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.11.	No	Printed Materials – The proposed clinic project in *(Community Name)*, Alaska is typical in scope in comparison with ANTHC health facility improvement projects in rural Alaska and has no unusual, significant characteristics.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
8. Does the project have significant adverse direct or indirect effects on parklands, other public lands, or areas of recognized scenic or recreational value? REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.5.	No	Printed Materials – Alaska Wildlife Refuges, U.S. Fish and Wildlife Service. The community of *(Community Name)*, Alaska is not located in the vicinity of parklands, other public lands, or areas of recognized scenic or recreational value. *Or* Although the community of *(Community Name)*, Alaska lies within the _____ National Wildlife Refuge, legislation recognizes the communities lying within the refuge boundary as being compatible with this Federal designation. This project will occur within the community boundaries of *(Community Name)*, Alaska and therefore is not expected to have any adverse effects on the National Wildlife Refuge. *Or* According to _____, of the City of *(Community Name)* Alaska, and community's Tribal Council, construction of this project will not create any direct or indirect adverse impacts to areas of recognized scenic or recreational value.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description:

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
9. Is there a controversy with respect to environmental effects of the project based on reasonable and substantial issues? REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.3.	No	Personal Contact – Reference the attached resolutions signed by the tribal and city councils from the community of *(Community Name)*, Alaska. *Or* Based on project engineer consultation with local authorities, specifically representing the *(Tribe/City)* of *(Community Name)*, no controversy exists with respect to this project.
10. Does the project establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects? (cumulative impact based on current information) REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.6.	A. No	Printed Materials– The health facility construction project in *(Community Name)*, Alaska is not anticipated to result in any cumulative impacts that will result in degradation of environmental concerns as outlined in NEPA.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
11. Does the project involve the use, transfer or lease of real property which has been used as a storage for hazardous waste and/or petroleum products or their derivatives for more than one year? REFERENCE: Comprehensive Environmental Response, Compensation and Liability Act of 1980/FR Vol. 58, No.3, K.10.	No	Personal contact -- The project engineer, in consultation with the *City/Tribe* of *(Community Name)*, Alaska confirms that real property associated with the health facility project in *(Community Name)*, Alaska has not been associated with the use, transfer, or lease as storage for hazardous waste for more than one year.
PART II		
12. Will the proposed project construction or renovation require major sedimentation and erosion control measures? (e.g.; construction or expansion of a parking lot)	No	Printed Material- The proposed health facility project will be constructed in an area which does not affect soil erosion or sedimentation.
13. Will the proposed project construction or renovation adversely affect community noise levels?	No	Printed Material – This project will not affect community noise levels because no blasting will occur and heavy equipment use will be limited to the daytime.
14. Will the proposed project construction or renovation adversely affect community air pollution?	No	Printed Material – The proposed health facility project in *(Community Name)*, Alaska will not adversely affect air pollution. The project is located in an unclassified area with no identified air pollution problems and it will have minor to no effect on local air quality.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
15. Will the proposed project construction or renovation create a need for additional capacity in educational facilities?	No	Printed materials- The proposed health facility project at *(Community Name)*, Alaska will not affect any need for additional capacity in educational facilities.
16. Will the proposed project construction or renovation create a need for additional capacity in health care facilities and for health care services?	No	Printed Materials – The proposed health facility project is not anticipated to create a need for additional capacity in health care facilities and for health care services because it will not affect community population levels.
17. Will the proposed project construction or renovation create a need for additional energy supply or generation?	No	Printed materials – Due to improved energy efficiency, the proposed health facility project is expected to use less energy than the one to be replaced.
18. Will the proposed project construction or renovation create a need for additional capacity at solid waste disposal facilities?	No	Printed materials – The proposed health facility project will not generate any additional sewage than the existing facility because it will not affect community population levels.
19. Will the proposed project construction or renovation create a need for additional capacity at wastewater treatment facilities?	No	Printed materials – The proposed health facility project will not generate any additional solid waste than at present in *(Community Name)*, Alaska, and will not affect the capacity of the community's wastewater treatment facilities.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description:

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
20. Will the proposed project construction or renovation create a need for/or require a storm water control plan? (e.g.; parking lots. Contact local or state authorities, or EPA to determine if your facility or project is in a regulated storm water area.)	No	Printed materials – The proposed health facility project will be extremely limited in overall surface area, and is not expected to significantly affect storm water control in *(Community Name)*, Alaska. Storm drainage will be directed away from the building and parking areas. The project is outside of a regulated storm water area.
21. Will the proposed project construction or renovation create a need for additional drinking water supply?	No	Printed materials – The proposed health facility project will not create a need for additional drinking water supply as the same population will continue to be served as previously.
22. Will the proposed project construction or renovation create a need for additional capacity in transportation systems?	No	Printed materials – The proposed health facility project in *(Community Name)*, Alaska will serve the same population in a community lacking a transportation system.
23. Are there other considerations about the proposed project construction or renovation that could adversely affect the environment and/or public health and safety?	No	Printed materials – The proposed health facility project in *(Community Name)*, Alaska is not anticipated to adversely affect the environment and/or public health and safety. No toxic building materials will be utilized.
PART III		

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description:

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
24. SAFE DRINKING WATER ACT: Will the project impact a sole source aquifer? REFERENCE: Safe Drinking Water Act of 1974/FR Vol. 58, No.3, K.5.	No	Personal Contact – Letter on file from Michael Crotteau, Alaska Department of Environmental Conservation August 1999. There are no designated sole source aquifers in Alaska.
25. FLOODPLAINS: Will the project involve construction in a floodplain (except for actions excluded as a class) or impact floodplain development? REFERENCE: Executive Order 11988 and related Acts and Executive Orders/FR Vol.58, No.3, K.5., K.9.	No	Printed materials – This project will not be in a floodplain. *Or* Although *(Community Name)*, Alaska lies in a floodplain, and health facility construction is in a floodplain, it will be conducted in accordance with class action requirements (IHS Environmental Review Manual 2.2.3:18) and work will not adversely affect Floodplain development. There are no flood plain maps available for the community and the community does not participate in the National Flood Insurance Program.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
26. WETLANDS/WATER RESOURCES: Will the project adversely affect wetlands/water resources or will there be construction in wetlands, except in conformance with a Corps of Engineers Section 404 Permit? REFERENCE: Executive Order 11990 and related Acts and Executive Orders/FR Vol. 58, No.3, K.5.	No	Printed materials – All construction will be done upon consultation with the US Army Corps of Engineers (COE) and in conformance with any requisite COE permit. *And (if available)* A COE permit has already been requested for this project. The letter is attached as documentation. *Or (if available)* A COE permit has already been obtained for this project. The letter is attached as documentation.
27. Coastal Zone Management: Will the proposed project construction or renovation directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan? (Each coastal state should have a state office to manage its coastal zone development and use. All federal projects in the coastal zone must comply with the management plan.)	No	Printed Materials --The project is consistent with the Alaska Coastal Management Plan. This project is within the _____ Coastal Zone. The Coastal Project Questionnaire was submitted on *(date)* for a consistency determination from the Alaska State Division of Governmental Coordination. Or A Coastal Zone Questionnaire will be submitted by *(Community Name)*, Alaska.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
28. WILD AND SCENIC RIVERS ACT: Is the project a "Water Resources Project" which will impact a wild, scenic or recreational river area and create conditions inconsistent with the character of the river? REFERENCE: Wild and Scenic Rivers Act of 1968 and related Executive Actions/FR Vol. 58, No.3, K.5.	No	Printed Materials – *Wild and Scenic Rivers (Alaska) List*, National Wild and Scenic Rivers System, National Parks Service. The community of *(Community Name)*, Alaska is not located on a Wild or Scenic River. *Or* While the community of *(Community Name)*, Alaska is located in the vicinity of _____ River (a Wild and Scenic designate), construction activity will not have an impact on the river area and will not create conditions inconsistent with the character of the river.
29. FARM LAND PROTECTION ACT: Will the project convert significant agricultural lands to non-agricultural uses? REFERENCE: Farmland Protection Policy Act of 1981 and related Acts and Executive Orders/FR Vol. 58, No.3, K.5.	No	Personal Contact – Letter on file from Steve Tickett, Alaska Department of Natural Resources, July 1999. The community of *(Community Name)*, Alaska is not located within an identified significant agricultural area.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
30. WILDERNESS ACT: Will the project adversely impact a wilderness area? REFERENCE: Wilderness Act of 1964/FR Vol. 58, No.3, K.5.	No	Printed Materials – Great Outdoor Recreation Pages, Alaska Wilderness Area List. The community of *(Community Name)*, Alaska is not located in a designated wilderness area. *Or* Although the community of _____, Alaska is located within the _____ Wilderness Area, all construction is occurring within the established community boundaries and therefore work is not anticipated to adversely impact the _____ Wilderness.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
31. ENDANGERED SPECIES ACT: Is the project likely to adversely affect a species listed on the Federal List of Endangered or Threatened Species or the specific critical habitat? REFERENCE: Endangered Species Act of 1973, as amended/FR Vol. 58, No.3, K.8.	No	Printed Materials – *Endangered, threatened and candidate species in Alaska*, U.S. Fish and Wildlife Service, December 2000. This project will not be taking place in the vicinity of a critical habitat of an endangered species. *Or* Although the community of *(Community Name)* will be in the vicinity of critical habitat for _____ species, which is endangered and/or threatened, all construction will take place within established community boundaries of *(Community Name)*, Alaska and therefore work is not anticipated to adversely affect the noted threatened or endangered species.

I certify that to the best of my knowledge and ability the information presented herein is true and correct.

_____ _____
Signature, Clinic Construction Project Manager Date

_____ _____
Signature, ANTHC Environmental Review Officer Date

Southcentral Foundation
Annual Funding Agreement
Appendix H
Government Provided Artwork in the Alaska Native Medical Center

Description	Location
Terrazzo Floor Insert	Main Lobby
Aluminum Screen Inserts above seating	Main Lobby
Carved Wooden Birds applied to Circular ring	Main Lobby
Carved Wooden Panels (6)	Corridor adjacent to Cafeteria (2 sites with 3 panels each)
Carved Wooden Panels (2)	Corridor across from Orthopedic Clinic Reception
Carved Wooden Panels (2)	Eye/ENT Clinic Waiting Area
Carved Wooden Panels	2nd Floor, Outside (adjacent) to Meditation Room

APPENDIX I

SOUTHCENTRAL FOUNDATION (SCF)
Assurances Regarding Services
from the
Alaska Native Medical Center (ANMC)
and
Anchorage Native Primary Care Center (ANPCC)

GENERAL ASSURANCES:

The following general assurances are predicated on the existence of a functioning Joint Operating Board. In the event that this 'shared governance' Joint Operating Board is disbanded or significantly changed, the general assurances will be re-negotiated. These assurances replace and supersede those made by Southcentral Foundation in its Phase One contract, which took effect March 1, 1998, and are subject to the continuing availability of funding at the October 1, 1997 level.

For the purposes of these assurances, "as of October 1, 1997," as that term is used in Section 325, shall be defined as the menu of services budgeted by the Alaska Native Medical Center (ANMC) effective 10-1-97. Thus the "same level of service as of October 1, 1997" will be defined to mean the same ease of access, availability, and mix of services as those included in the budgeted menu of services effective October 1, 1997.

For the purposes of these assurances, the Alaska Native Primary Care Center (ANPCC) and the Alaska Native Medical Center Hospital will be referred to, collectively, as the "ANMC Campus."

A. **Consultation:**
SCF will develop and maintain a formal process for consultation with the ANTHC and appropriate tribal and non-tribal health organizations as necessary for the operation of its programs.

This formal consultation process will be designed to support equitable peer participation in the coordination of services and the allocation of resources. The process should provide for identification and resolution of shared issues and concerns through strategic initiatives. This consultation process should provide for regular and routine interaction between the organizations identified above with mechanisms for feedback on processes and consequences.

SCF will complete design and implementation of their consultation process by the sixth month of the first contract period of its Phase II contract.

B. **Planning:**
SCF will develop and maintain with the ANTHC a planning process for shared activities, which provides for strategic and operational consideration of products of consultation and developing changes in the Tribal and other healthcare environments, through developed shared priorities this process should provide for routine activities.

This process should promote open dialog toward sharing internal organization-specific considerations for future direction. Process activities should reduce duplication of services and resource wastage. The planning process should be designed to maximize the overall quality and quantity of service provided in and through the statewide healthcare delivery network for American Indians and Alaska Natives. At the same time it should support coordination of member service delivery systems. This planning process should minimize internal competition while maximizing the ANTHC and SCF competitive position in the Healthcare marketplace.

C. **Flexibility for Change:**
In consideration of shared processes for ongoing consultation and planning and the products they produce, SCF

C. **Flexibility for Change:**

In consideration of shared processes for ongoing consultation and planning and the products they produce, SCF will develop, maintain, and participate in a process for change management which empowers Tribes, Tribal health organizations, and individual customers such that they are active participants in their healthcare delivery systems.

SCF will manage and integrate organizational change so as to appropriately adjust to changing mission requirements, identified and expressed customer needs, and new information. The SCF will develop and maintain the capacity to work with various sectors of the Alaska health care system to address issues, concerns and needs beyond the limits of existing scopes of work and formal agreements. Where appropriate, SCF agrees to negotiate organizational and financial individual and shared adjustments to support change as a shared reality. SCF will consider, as environmental situations dictate, appropriate reallocation of resources within the scope of existing budgets and budget modifications where changes are required.

When SCF determines that they wish to terminate purchase agreements with the ANTHC, notice shall be provided no later than April 1 of the fiscal year at the end of which termination is planned, unless an agreeable alternative date is mutually agreed upon.

D. **Services:**

If specific services are to be provided to any specific beneficiary population by SCF or the ANTHC through a purchase agreement with the other party, those specific services and the beneficiary population will be defined in the purchase agreement. Such services will be provided in such amounts and at such time as stipulated in the purchase agreement.

The SCF agrees that concerned Tribes and Tribal health organizations may request specific services not reflected in any purchase agreement between the parties (i.e., SCF and the ANTHC). Such requests will be formally considered.

SCF agrees to consider adjusting service types, amounts and frequency as resources allow, based upon shared acknowledgment of changes to mission requirements as well as identified and expressed changes in beneficiary needs.

E. **Integration and coordination:**

SCF will integrate and coordinate services provided on the ANMC Campus with all Tribal entities providing services on the ANMC Campus.

F. **Level and scope of service:**

SCF shall provide and maintain the 10/1/97 level and scope of services provided to IHS beneficiaries for the services transferred to SCF under the authority of Section 325(d) of P.L. 105-83 or otherwise under contract or compact.

The "level of service as of 10/1/97" shall mean the menu of services budgeted by the ANMC as of 10/1/97. SCF and the ANTHC agree to develop and use a reference for determining the menu of services provided at and through the ANMC campus. SCF will provide this level of services except where the ANTHC has been provided with the resources.

G. **Continuous quality improvement:**

The SCF shall support a continuous quality improvement process.

H. **Service to beneficiaries:**

SCF direct care services on the ANMC Campus under Phase I and Phase II contracts will be provided to all eligible IHS beneficiaries within Alaska without direct charge to the beneficiary or regard to place of residence.

I. **Credentials:**

All medical staff employed by SCF who have privileges at the ANMC shall meet the credentials requirements of the Credentials Committee of the Alaska Native Medical Center, and all credentialing requirements shall continue to be consistent with Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) standards and standards consistently applied throughout the United States.

J. **JCAHO accreditation participation:**
All staff on the ANMC campus, including those employed by SCF who participate in the functions of the ANMC, shall participate in and provide support for ongoing JCAHO accreditation.

K. **Case management:**
The ANTHC and SCF shall provide case management and quality assurance at the same level provided as of October 1, 1997 for patients referred to and from ANMC . The responsibility for doing so shall lie where the most appropriate expertise is available.

L. **Collaborative physicians:**
Medical staff of SCF shall provide collaborating physicians for licensed, approved mid-level practitioners employed at the ANMC Campus and by tribal health providers in the rural ASU, as appropriate.

M. **Specific service assurances:**
SCF assures that all programs, services, functions, and activities for which the ANTHC has a purchase agreement with the SCF will be provided at the quantity and level of service consistent with the terms of the specific purchase agreement. In addition, SCF assures the ANTHC that the provision of care or support specified in each purchase agreement will continue to be served without regard to the beneficiary's place of residence.

N. **Service expansion:**
The SCF assures first option to ANTHC to employ additional medical providers with SCF funds in areas in which ANTHC has the majority share of the providers. For example, if SCF wishes to expand hospitalist Internal Medicine services with SCF funds, then SCF will first offer to purchase the service from the ANTHC rather than creating another hospitalist internal medicine physician group.

O. **Obligation of funds:**
SCF agrees not to obligate any of the ANTHC funds without the ANTHC's prior approval.

P. **Campus staff leadership:**
SCF assures that campus management groups shall adequately reflect the dual ownership of the campus.

Q. **Hospital Committees:**
SCF will have representation on appropriate hospital committees (e.g., safety committee).

R. **Senior management meetings:**
SCF assures that senior SCF management shall meet formally with the ANTHC hospital leadership at least weekly to address issues of mutual concern. Decision making within these groups shall be by consensus to the extent possible.

S. **Competition:**
SCF assures that it will not directly compete or duplicate services with the ANTHC in areas of ANTHC activity, except where mutually agreed.

T. **Training:**
SCF medical staff shall continue to provide appropriate clinical training opportunities for mid-level practitioners, Community Health Aides, nursing students, medical students, resident physicians, and other health related professionals at ANPCC and Alaska Native Medical Center.

U. Access to services:

SCF assures that the level of service that it provides under this contract to the urban and non-urban IHS beneficiary population (including the Mat-Su Valley) in all departments, all areas of the hospital, and all outpatient and community services will remain at or above the level existing on 10/1/1997 except as modified by the implementation of the hospitalist model resulting in changed roles in internal medicine and family medicine, as agreed by SCF and ANTHC.

V. **Space:**

SCF agrees that decisions regarding the reallocation of space within the ANMC main hospital building will be mutually resolved by the ANMC administrator and the SCF VP of Medical Services. Unresolved disputes regarding these decisions will be referred to the Joint Operating Board for resolution.

W. **Obstetrics and pediatrics inpatient units:**

SCF shall assure adequate physician coverage for obstetrics and pediatrics inpatient units at ANMC, at the 10/1/97 level.

X. **Emergency room:**

SCF physicians working within the hospital shall interact in an appropriate manner with the emergency room to provide high quality care to all patients. SCF and ANTHC will jointly provide appropriate and sufficient medical staff who will also accept call to support care of AN/AI patients by physicians in the regional tribal health system hospitals and health centers, public health nurses, and community health aides or other community providers.

Y. **Ambulatory care:**

SCF shall provide scheduled primary ambulatory care and preventive services for Alaska Natives in either the ANPCC or in the urgent care center of ANMC.

Z. **Triage:**

The ANPCC or ANMC urgent care center shall provide triage and urgent care on a walk-in basis for acutely ill patients without regard to their place of residence.

AA. **Consultations:**

The ANPCC medical staff shall provide the 10/1/97 level of appropriate specialty consultation in Mental Health, pediatrics and Women's Health Care for patients on referral from other primary care specialists in the Alaska Native health system, including ANMC and field tribal health programs.

BB. **Field Clinics:**

The ANPCC medical staff shall provide regularly scheduled specialty field clinics in Mental Health, Pediatrics and Women's Health Care to support activities of the ANMC tertiary care programs and field tribal health programs. SCF shall strive to provide field health clinics at the 10/1/97 level.

CC. **School support:**

The pediatric medical staff shall continue to provide the 10/1/97 level of consultation and support statewide to school districts (special education/therapists), infant learning programs, and public health nurses.

DD. **Psychiatric services:**

Psychiatric services provided at the outpatient psychiatric clinic, on the inpatient wards, psychiatric specialty services, psychiatric services provided in field clinics, and psychiatric services provided by ANMC to regional hospitals will be under the program direction of SCF's Psychiatry Services Director. This Psychiatry Services Director will also function as the Chief of Staff for the psychiatrists and psychologists employed throughout the ANPCC or ANMC by SCF or the Consortium. The Psychiatry Director will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from ANTHC in regard to inpatient issues. The Psychiatry Director's responsibility will include directing quality improvement activities of the inpatient services and directing program development in inpatient and specialty psychiatry services.

EE. **Family medicine:**

Family Medicine services provided at outpatient family medicine clinics, on the inpatient ward, specialty services,

family medicine services provided in field clinics, and family medicine services provided by ANMC to regional hospitals will be under the program direction of SCF's Family Medicine Services Director. The Family Services Director's responsibility will include directing quality improvement activities of the inpatient services and directing program development in inpatient and specialty services, with input from ANTHC. This Family Services Medical Director will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues.

FF. Pediatrics:

SCF's pediatric staff of the ANPCC shall continue to provide the 10/1/97 level of sub-specialty care to the IHS beneficiary population at select locations throughout the State. Pediatric services provided at the outpatient children's clinic, the pediatric inpatient ward, pediatric specialty services, and pediatric services provided to regional hospitals will be under the program direction of Southcentral Foundation's Pediatric Medical Director. The pediatricians employed by both SCF and the ANTHC will be under the clinical supervision of the Pediatric Medical Director engaged by Southcentral Foundation. This Pediatric Medical Director's responsibility will include directing quality improvement activities in the inpatient services, directing program development in inpatient and specialty pediatric services, and clinical supervision and oversight of the inpatient pediatric nursing program. This Pediatric Medical Director will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues. Pediatric service issues that cannot be resolved at the level of the Pediatric Medical Director, will be settled by the ANMC Medical Administrator and SCF VP of Medical Services.

GG. OB/GYN:

SCF's OB/GYN medical staff of the ANPCC shall continue to provide high-risk and sub-specialty care throughout the State to the IHS beneficiary population at the 10/1/97 level. In keeping with the requirements of the JCAHO, hospital staff bylaws, and the corporate processes of SCF, there will need to be separate processes to identify a chief of the SCF women's health unit and the head of Obstetrics and Gynecology for the hospital. The head of OB/Gyn for hospital purposes shall be elected from among the obstetricians and gynecologist on staff at the hospital. This physician shall function as the Chief of Staff for women's health providers working within the hospital hire by any entity for hospital related functions. This person's responsibility will include hospital privileging, directing quality improvement activities of the inpatient services, directing program development in inpatient and specialty services, and supervising the inpatient obstetric nursing program. The hospital will have the option to revoke the nursing supervisory function of the physician should they see fit to do so.

HH. Inpatient care:

The ANPCC medical staff shall assist in providing comprehensive, continuing patient and family education, and discharge planning process support of the therapeutic activities during the inpatient stay for patients.

II. Prematernal home:

The OB/GYN medical staff will continue to provide support and medical oversight for IHS beneficiaries in Care Cottage prematernal home.

JJ. OB/GYN cancer screening:

It is SCF's intent that the OB/GYN service line will continue to provide not less than the 10/1/97 level of support for statewide cervical and breast cancer screening programs of the Alaska Native health system, so long as grant funding remains available. This program has been largely dependent on grant funding, including a CDC grant.

KK. Statewide services:

SCF recognizes that Section 325(d) of P.L. 105-83 gives it responsibilities for provision of certain services to Alaska Natives outside the previously defined service area of SCF, and that some of the services are provided at select locations throughout the State and will be maintained at the 10/1/97 level.

LL. Generated Revenue:

Revenue generated from specialty clinics offered outside the ANPCC or ANMC at the 10/1/97 level of service shall be retained by the facility in which the clinic was held. All costs of conducting the clinic, including but not limited to travel, per diem, and provision of supplies and equipment, but excluding salaries, shall be borne by the facility where the specialty clinic was held. If SCF is able to provide a level of specialty services exceeding that provided

as of October 1, 1997, any revenue generated from the provision of such additional specialty clinics shall be allocated based on a separate agreement between SCF and the tribal health program.

Revenue generated from field physician visits in the rural Anchorage Service Unit offered at the 10/1/97 level shall be retained by the facility in which the clinic was held. If SCF is able to provide a level of service exceeding that provided as of October 1, 1997, any revenue generated from the provision of such additional field physician visits in the rural Anchorage Service Unit shall be allocated based on a separate agreement between SCF and the tribal health program.

MM. **Recognition:**

SCF recognizes the ANMC Hospital Administrator as the primary spokesperson for issues falling primarily within the domain of essential statewide health services provided at ANMC.

NN. **Medical Representation:**

The ANTHC CEO and the SCF CEO shall address jointly, or mutually agree upon a designated spokesperson, medical issues of joint interest, eg., measles epidemic.

OO. **Research:**

SCF assures that research projects involving staff on the ANMC Campus will be reviewed by the ANMC IRB.

SCF assures that research projects involving any rural villages shall be presented to the leadership of the affected villages for their review and approval before initiation of such research projects.

SPECIFIC SERVICE ASSURANCES:

1. **Dental:**
Dental Services will be provided by SCF in accordance with the current IHS dental priority system.

2. **Optometry:**
Optometry services will be provided by SCF in accordance with these General Assurances. In addition, the SCF opticians will support and travel with or without the ANTHC ophthalmologists on field trips at SCF expense (at the level of October 1, 1997).

3. **Audiology:**
Audiology services will be provided by SCF in accordance with these General Assurances. In addition, the SCF audiologists will support and travel with the ANTHC Ear/Nose/Throat physicians on field trips at SCF expense, and support the ANTHC Ear/Nose/Throat physicians in the ANMC at the 10/1/97 level.

4. **Internal Medicine:**
Internal Medicine services, will be provided in accordance with these General Assurances on a statewide basis through a Hospitalist model, and will be supported jointly by the ANTHC/SCF, with SCF buying back the service component through a purchase agreement for a minimum of five years. Cancellation of the agreement, based on failure/dissatisfaction with the Hospitalist model that was agreed upon by both parties, will require a minimum notice of one year. Under these circumstances, SCF agrees to participate in a program re-design activity and reconsideration of allocations.

5. **Social Services:**
Social Service Program services will be provided in accordance with the General Assurances. SCF Social Service staff will participate in the 'call', and coverage rotations as required to meet the Hospital staffing needs at the 10/1/97 level.

6. **Dietetics:**
Outpatient dietetics services will be provided by SCF in accordance with the General Assurances. The SCF Dietetics staff will participate in the 'call' and coverage rotations as required to meet the Hospital staffing needs at the 10/1/97 level.

7. **Family Practice Residency Program:**
SCF will continue to support the Alaska Family Practice Residency Program through the allocation of at least $100,000 in staff or other resources to the program.

8. **Reserves:**
An Emergency Reserve account (a negotiated combination of $200,000 of the SCF Reserve fund and $400,000 of the ANTHC Reserve fund) will be managed jointly by the ANMC Administrator and the SCF Vice President of Medical Services.

9. **Property and Supply**
SCF assures that it will enter into a purchase agreement with the ANTHC not to exceed one year (i.e., the remaining nine months of FY 1999) before which time it will be renegotiated between SCF and the ANTHC. In the first year, SCF will: (a) review department operations to determine feasibility of further separation of duties and functions without harm to either SCF or the ANTHC; (b) develop its corporate-wide materials management function in consideration of the above-described review; (c) manage and pay for the Courier contract for the ANPCC; (d) be responsible for delivery of all SCF mail addressed to 4501 Diplomacy and all off-campus locations; (e) provide secretarial and administrative support for its 1.0 FTE position; and (f) be responsible for consolidating and integrating all Material Management and Property functions and reports from SCF's off-campus locations (and 4501 Diplomacy) with those provided by ANTHC for SCF on-campus locations. In the first year, ANTHC will remain responsible for providing all other costs and functions of the department as

described, including paying for the 4 GSA vehicles currently used in SCF-operated programs.

10. Lab/Pathology/Radiology:
All Clinical Laboratory Scientists employed by SCF providing services with in the hospital and ANPCC shall have a valid certification with the American Society of Clinical Pathologists, the National Certification Agency for Clinical Laboratory Scientists, or equivalent organization.

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM (ANTHC)
Assurances Regarding Services from the Alaska Native Medical Center (ANMC)
(Amended and Restated October 1, 2000 and October 1, 2008)

GENERAL ASSURANCES

The following general assurances are predicated on the existence of a functioning Joint Operating Board. In the event that shared governance through the Joint Operating Board is disbanded or significantly changed, the general assurances will be re-negotiated.

For the purposes of these assurances, the Anchorage Native Primary Care Center (ANPCC) and the Alaska Native Medical Center Hospital will be referred to as the "ANMC campus."

For the purpose of these assurances, the "level of service as of October 1, 1997" shall mean the menu of services budgeted by the ANMC as of 10/1/97. SCF and the ANTHC will develop and use a reference for determining the menu of services provided at and through the ANMC Campus. The level of service is further defined as the ease of access, availability, and mix of services as of October 1, 1997.

A. **Consultation:**

The ANTHC will developed and maintain a formal process for consultation with the following groups and organizations:

- Individual Tribes;
- Tribal healthcare provider organization statewide, including those within the Anchorage Service Unit (ASU), urban and rural;
- Individual and general patient population;
- Federal health care partners;
- Non-Federal healthcare partners, including, but not limited to, Providence and Alaska Regional hospitals;
- State of Alaska;
- Indian Health Service;
- Medical Staff.

This formal consultation process will be designed to support equitable peer participation in the coordination of services and the allocation of resources. The process should provide for identification and resolution of shared issues and concerns through strategic initiatives. IHS consultation process should provide for regular and routine interaction between the various organizations identified above with mechanisms for feedback on processes and consequences.

The ANTHC will complete design and implementation of its consultation process by the sixth month of the first contract period of its Phase II contract.

B. **Planning:**

The ANTHC will develop and maintain with the Southcentral Foundation a planning process for shared activities which provides for strategic and operational consideration of consultation and changes in the Tribal and other healthcare environments, and for developing shared program and service priorities. This process should provide for routine activities in the following areas:

- Strategic planning;
- Operations planning;
- Continuing process improvement of shared and/or articulating service delivery and management systems;
  - Interagency planning, including but not limited to working with:
  - ANTHC and SCF member organizations;
  - Alaska Native Health Board;
  - Tribal health organizations;
  - External agencies;
  - Indian Health Service;
- Planning with and for Tribes;
- Financial planning for the ANTHC and ANMC.

This process should promote open dialog toward sharing internal organization-specific considerations for future direction. Process activities should reduce duplication of services. The planning process should be designed to maximize the overall quality and quantity of service provided in and through the statewide health care delivery network for American Indians and Alaska Natives. At the same time it should support coordination of member service delivery systems. This planning process should minimize internal competition while maximizing the ANTHC and SCF competitive position in the healthcare marketplace.

C. **Flexibility for Change:**

In consideration of shared processes for ongoing consultation and planning and the products they produce, the ANTHC will develop, maintain and participate in a process for change management which empowers Tribes, Tribal health organizations, and individual customers such that they are active participants in their healthcare delivery systems.

The ANTHC will manage and integrate organizational change, so as to appropriately adjust to changing mission requirements, identified and expressed customer needs, and new information. ANTHC will develop and maintain the capacity to work with various members of the Alaska Health Care delivery system to address issues, concerns and needs beyond the limits of existing scopes of work and formal agreements. Where appropriate, ANTHC agrees to negotiate organizational and financial individual and shared adjustments to support change as a shared reality. ANTHC will consider, as environmental situations dictate, appropriate reallocation of resources within the scope of existing budgets and budget modifications where changes are required.

When the ANTHC determines that they wish to terminate purchase agreements with the SCF, notice shall be provided no later than April 1 of the fiscal year at the end of which termination is planned, unless an agreeable alternative date is mutually agreed on.

D. **Services:**

The ANTHC agrees to the General Objectives and Assurances as set forth in the Phase One contract with the modifications and amendments provided for herein. The ANTHC has modified, and will continue to modify as necessary, General Objectives and Assurances, to reflect emerging agreements between the ANTHC, SCF, and rural ASU entities.

Specific services to be provided to any specific beneficiary population by either party will be defined in a purchase agreement between ANTHC and SCF. Such services will be provided in such amounts and at such time as stipulated in the purchase agreement.

The ANTHC agrees that concerned Tribes and Tribal health organizations may require specific services not reflected in any purchase agreement between the ANTHC and SCF. Such requests will be formally considered in the ongoing planning and resource allocation processes shared by the aforementioned parties.

The ANTHC agrees and commits to consider adjusting service types, amounts and frequency as resources allow and as necessary, based upon shared acknowledgment of changes to mission requirements as well as identified and expressed changes in beneficiary needs.

E. Integration and coordination:

The ANTHC shall maintain an integrated and coordinated approach among all Tribal entities providing health care to Alaska Natives and American Indians on the Alaska Native Medical Center Campus while assuring the current level and scope of services to all Alaska Natives and American Indians currently receiving care from ANMC. This shall be done in recognition of the roles and responsibilities of each of the Tribal entities providing care to the Native population.

F. Level and scope of service:

The ANTHC shall provide and maintain the October 1, 1997 level and scope of services to all IHS beneficiaries. The "level of service as of 10/1/97" shall mean the menu of services budgeted by the ANMC as of 10/1/97, except to the extent the resources and responsibility for such services are transferred to SCF under the authority of Section 325(d) of P.L. 105-83 or otherwise under contract or compact.

G. General training:

The ANTHC shall provide continuing education and general training to all ANTHC staff as appropriate on the policies and procedures of the organization, P.L. 93-638 law and regulations, JCAHO and other administrative and governmental requirements necessary for operation.

H. Continuous quality improvement:

The ANTHC shall support a continuous quality improvement process (CQI) at the Alaska Native Medical Center that supports JCAHO requirements and provides for full ANTHC Board involvement in quality improvement.

I. Fiscal stability:

The ANTHC shall provide for a stable fiscal environment by insuring: accurate and timely accounting and fiscal reporting; adequate cash flow to the organization; and collection of all fees from third parties for all services provided in the hospital when a third party exists which has liability for care.

J. Service to Beneficiaries:

All directly provided services of the ANMC to be provided by the ANTHC under this proposal will be provided to all eligible IHS beneficiaries within Alaska without direct charge to the beneficiary or regard to place of residence.

K. Contract health:

Consistent with the current IHS eligibility and contract health service regulations, the ANTHC will provide contract health services under IHS contract to all Alaska Natives and American Indians residing in the ANMC contract health service delivery area (i.e., the state of Alaska), except to the extent that another Tribe or Tribal organization has assumed responsibility for the contract health services for the geographic area within Alaska served by that Tribe or Tribal organization.

L. Maintenance of PFSAs:

To ensure continuity and stability, the ANTHC will not eliminate any of the PFSAs of the Alaska Native Medical Center, the Office of Environmental Health and Engineering and the Area Office during the first three years of operations, without a vote of the ANTHC Board of Directors, except when redesign or elimination of PFSAs is required due to reductions in ATHC tribal restricted shares and Co-signer restricted shares supporting these PFSAs, decreases in funding, or to redesign as required by other Tribal entities contracting for all portions of these PFSAs.

M. Continuing Services Agreements:

Subject to revisions negotiated between the ATHC and the IHS, the ANTHC will continue to honor the requirements of the Continuing Services Agreement and provide all the non-residual Level 1 services defined in the ATHC Continuing Service Agreement to all Tribes and Tribal health programs in Alaska.

N. Individualized services:

The ANTHC will also strive to maintain the capacity to provide individualized services to Co-signers(s) based on annual negotiation of Co-signer restricted shares. These agreements will include specific levels of service delivery and costs as indicated in each Co-signer's AFA and in IHS document. If, for any reasons permitted under IHS proposal, the ANTHC is unable to perform a PFSA for which a Tribe or Tribal organization individually restricted shares, notice will be provided promptly to the Co-signer, and the unexpended funds will be provided to the Co-signer by the ANTHC. The amount of funds to be provided to the Co-signer shall be determined in accordance with the ATHC Tribal shares distribution methodology in effect at the time the ANTHC discontinues providing the PFSA to the Tribe or Tribal organization.

O. Responsibility for PFSAs:

The ANTHC will assume responsibilities for PFSAs supported by "ATHC Tribal restricted shares" to the extent that the shares are placed in the ANTHC to fund the responsibilities. These "ATHC Tribal restricted shares" were reserved to support ANMC PFSAs and to provide statewide services. They will be negotiated in the ANTHC contract on an annual basis to allow continuing discussions at the ATHC on restricting these shares. Many of the PFSAs include such sensitive issues as CHAP training, the ANHB cooperative agreement, and other direct support to regions. It is the intent of the ANTHC for the decisions on these types of funding to remain at the ATHC level.

P. Existing agreements:

The ANTHC will strive to honor existing agreements of the Hospital and Area Office with other external agencies which pertain to the PFSAs to be contracted by the ANTHC, provided, however, that IHS will review these agreements and incorporate them into the

ANTHC's AFA. These include the Center for Disease Control, the Federal partnership, and other training programs for the initial year of the contract. This does not include any collective bargaining agreement between the Federal government and any bargaining unit.

Q. **Provision of PFSAs:**

The ANTHC will strive to provide all PFSAs currently provided to the greater Anchorage metropolitan area and to the rural Anchorage Service Unit (except to the extent the resources and responsibility for such services are transferred to SCF under the authority of Section 325(d) of P.L. 105-83 or otherwise under contract or compact) Villages and Tribal health organizations at October 1, 1997 levels or higher. Detailed specification of service level and evaluation procedures are provided in IHS proposal. When the ANTHC is not able to provide October 1, 1997 levels of service, due to funding variations or other reasons beyond its control it will provide explanation to the affected Village or region in writing.

R. **Federal supply and services:**

The ANTHC, utilizing the authorities under P.L. 93-638, will continue to make available federal sources of supply and services for the initial year of operation under the ANTHC to ensure existing supplier relationships are assured and necessary services are obtained to support the operation of ANMC and the projects of the Offices of OEHE.

S. **Credentials:**

All medical staff employed by the ANTHC shall meet the credentials requirements of the Credentials Committee of the Alaska Native Medical Center, and all requirements shall continue to be consistent with Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) standards and standards consistently applied throughout the United States.

T. **JCAHO accreditation participation:**

All staff on the ANMC Campus, including those employed by ANTHC, shall participate in and provide support for ongoing JCAHO accreditation.

U. **Case management:**

The ANTHC and SCF staff shall provide case management, consultation and quality assurance for patients referred to and from ANMC at or above 10/1/97 levels. The responsibility for doing so shall reside where the most appropriate expertise is available.

V. **Triage and acute care:**

The ANTHC programs in the Alaska Native Medical Center shall provide triage and care for acutely ill patients without regard to their place of residence.

W. **Pediatric services:**

Pediatric services provided at the outpatients children's clinic, the pediatric inpatient ward, pediatric specialty services, and pediatric services provided to regional hospitals will be under the program direction of Southcentral Foundation's Pediatric Medical Director. The pediatricians employed by both SCF and ANTHC will be under the clinical supervision of the Pediatric Medical Director engaged through SCF. The

Pediatric Medical Director's responsibility will include directing quality improvement activities of the inpatient services, directing program development in inpatient and specialty pediatric services, and clinical supervision and oversight of the inpatient pediatric nursing program. IHS Medical Director position will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues. Pediatric service issues that cannot be resolved at the level of the Pediatric Medical Director will be settled by the ANMC Medical Administrator and SCF VP of Medical Services.

X. **Psychiatric services:**

Psychiatric services provided at the outpatient psychiatric clinic, on the inpatient wards, psychiatric specialty services, psychiatric services provided in field clinics, and psychiatric services provided by ANMC to regional hospitals will be under the program direction of SCF's Psychiatry Services Director. IHS Medical Director position will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues. IHS Psychiatry Services Director will also function as the Chief of Staff for the psychiatrists and psychologists employed throughout the ANPCC or ANMC by SCF or the ANTHC. The Psychiatry Director's responsibility will include directing quality improvement activities of the inpatient services and directing program development in inpatient and specialty psychiatric services.

Y. **Family medicine:**

Family medicine services provided at the outpatient family medicine clinics, on the inpatient ward, specialty services, family medicine services provided in field clinics, and family medicine services provided by ANMC to regional hospitals will be under the program direction of SCF's Family Medicine Services Director. IHS Medical Director position will be filled by SCF with input from the ANTHC and will be supervised by SCF with input from the ANTHC in regard to inpatient issues. The Family Services Director's responsibility will include directing quality improvement activities of the inpatient services and directing program development in inpatient and specialty services.

Z. **Collaborative physicians:**

Medical staff of the ANTHC shall provide collaborating physicians for licensed approved mid-level practitioners employed at the ANMC campus and Tribal Health care providers as appropriate.

AA. **Women's Health:**

Women's services provided at the women's/children's clinic, the inpatient wards, OB/GYN specialty services, and OB/GYN services provided to regional hospitals will be under the program direction of Southcentral Foundation Women's Health Services Medical Director. IHS Medical Director will also function as the Chief of the Staff for the OB/GYNs engaged through SCF or ANTHC. IHS Medical Director's responsibility will include directing quality improvement activities of the inpatient services, directing program development in inpatient and specialty women's services, and clinical supervision and oversight of the inpatient OB/GYN nursing program. IHS Medical Director position will be filled by Southcentral Foundation with input from the ANTHC and will be supervised by Southcentral Foundation with input from the ANTHC in regard to inpatient issues. Women's health service issues that cannot be resolved at the level of the Women's Health Services Medical Director will be settled by the ANMC Medical Administrator and SCF VP of Medical Services.

AB. Contract Health Funding:

The ANTHC assures that no Contract Health Service funds that are in the Alaska Native Medical Center budget and under control of the ANTHC will be removed from providing direct medical services, care, and support to the hospital and the patients thereof unless previously obligated through compact agreements. The ANTHC further assures that Southcentral Foundation will have representation on the board or body that sets policy for the use of Contract Health Services funds that is proportional to the amount of Contract Health Services funds expended on beneficiaries of SCF service area.

AC. Access to services:

The ANTHC assures that the level of service available to the urban IHS beneficiary population (including the Mat-Su Valley) in all departments, all areas of the hospital, and all outpatient and community services will remain at or above the level existing on October 1, 1997, except where those services have been contracted to SCF, and where mutually agreed upon by the parties.

AD. Recognition:

The ANTHC assures:

a. that the same or higher percentage of overall budget for the ANTHC managed services be focused on services provided in SCF service area as on 10/1/97, unless agreed upon in writing by SCF;
b. that the ANTHC will continue to recognize that the Alaska Native Medical Center is the only hospital for the urban and rural Anchorage Service Unit and will continue to organize its services with that priority in mind;
c. that Southcentral Foundation be recognized by the ANTHC as the official representative for the urban Anchorage Native population on issues of health and health related services-in working with the ANTHC, the city, the State, the Federal Government, Indian Health Service, and others;
d. that the ANTHC supports SCF as the advocate for Native health issues in areas related to primary care, community health, and public health for the IHS beneficiaries served by SCF in the Anchorage, Mat-Su area;
e. that the ANTHC assures first option to SCF to employ additional medical providers with ANTHC funds in areas in which SCF has the majority share providers. For example, if ANTHC wishes to expand hospital pediatric services with ANTHC funds, then the ANTHC will first offer to purchase the service from SCF rather than creating another pediatric physician group.

AE. Obligation of funds:

ANTHC agrees not to obligate any of Southcentral Foundations's funds without SCF's prior approval.

AF. Campus staff management:

ANTHC assures that campus management groups shall adequately reflect the dual ownership of the campus.

AG. Senior management meetings:

ANTHC assures that senior ANTHC hospital management shall meet formally with SCF Campus management at least weekly to address issues of mutual concern, unless otherwise mutually agreed to. Decision making within these groups shall be by consensus to the extent possible.

AH. Competition:

The ANTHC assures that it will not directly compete or duplicate with SCF in areas of SCF activity, except where mutually agreed.

AI. Research:

The ANTHC assures that research projects involving the local population (i.e., Anchorage and Mat-Su Valley) shall be presented to SCF and the affected Tribes/Tribal Organizations for review and approval before being allowed to proceed. It further assures that the Institutional Review Board will retain its authority and responsibility regarding the review and approval of all research projects involving the ANMC and/or ANPCC. The ANTHC assures that SCF shall have a minimum of two seats on the ANTHC Institutional Review Board.

The ANTHC assures that, on request, the ANTHC Institutional Review Board will evaluate study proposals for scientific merits, safety and ethical nature, and report their findings to the requesting Tribal Health Organization.

The ANTHC assures that SCF shall own the products of the research to the extent it is possible and/or appropriate to do so.

AJ. Training:

All medical staff from the ANTHC shall continue to provide appropriate clinical training opportunities for mid-level practitioners, Community Health Aides, nursing students, medical students, resident physicians in training, and other health related professions at ANPCC and ANMC.

AK. Space:

ANTHC agrees that decisions regarding the reallocation of space within the ANMC main hospital building will be mutually resolved by the ANMC administrator, and SCF VP of Medical Services.

Unresolved disputes regarding these decisions will be referred to the Joint Operating Board for resolution.

AL. Dispute resolution:

The ANTHC shall continue to negotiate with SCF on the development of a satisfactory mechanism for resolving disputes related to the quantity and quality of services delivered.

SPECIFIC SERVICE ASSURANCES:

A. For each of the following programs, ANTHC assures that it will maintain service at a level no less than that available on October 1, 1997, and further assures that it will maintain staff with qualifications equal to or better than those held by staff of IHS program on October 1, 1997:

a. Dental;
b. Internal Medicine;
c. Diabetes;
d. Health Education;
e. Clinical Dietetics;
f. Rural Safety and Environment;
g. Hospital Safety and Environment;
h. Emergency Services;
I. Physical Therapy;
j. Pharmacy;
k. Laboratory;
l. Pathology;
m. Radiology;
n. Bio-Medical;
o. Medical Records;
p. Business Office;
q. Quality Resources;
r. Infection Control;
s. Employee Health;
t. Telecommunications; and
u. Information Systems.

B. For each of the following programs and services, ANTHC assures it will maintain or increase hours of operation, compared to October 1, 1997:

a. Clinical Dietetics;
b. Physical Therapy;
c. Pharmacy;
d. Laboratory;
e. Pathology; and
f. Medical Records.

C. Specific service assurances including the following:

1. Dental:

The ANTHC will obtain specialty care dental services, both inpatient and outpatient, from SCF through a purchase agreement. Specialty dental care (priorities 4-6) will be purchased from SCF, in accordance with the General Assurances.

ANTHC assures it will purchase any expanded dental services from Southcentral Foundation unless Southcentral Foundation agrees to a different arrangement.

2. **Internal Medicine:**

Internal Medicine services will be provided in accordance with the General Assurances on a statewide basis through a Hospitalist model, and will be supported jointly by the ANTHC/SCF, with SCF buying back the service component for a minimum of five years. Cancellation of the agreement, based on failure/dissatisfaction with the Hospitalist model that was agreed upon by both parties, will require a minimum of twelve months, and will require reconsideration of the allocations to SCF and the ANTHC as stipulated in the Purchase Agreement. Internal Medical Service will be responsible for Anchorage and rural ASU outpatient consultations, as well as for non-ASU consultations. The Chief of Medicine is appointed by the ANTHC with input from SCF and is responsible for directing quality improvement activities of the service, and directing program development in the inpatient and specialty internal medicine services with input from SCF.

ANTHC assures that all adult medical patients will continue to be admissible to the Internal Medicine inpatient service.

ANTHC assures that all adult medical patients will have access to Internal Medicine clinics for consultation, and all adult patients outside of the Anchorage Service Unit will have access for any outpatient internal medicine service need.

ANTHC assures that the following services will continue to be provided at the October 1, 1997 level: HIV/AIDS, infectious disease, neurology, hepatitis, diabetes, chronic debilitating arthritis, cardiology, oncology, and pulmonology.

ANTHC assures that primary care providers will have full referral access to all specialists.

ANTHC assures that at least monthly meetings with Southcentral Foundation Medical Services management will occur to ensure coordination of services unless otherwise negotiated.

ANTHC assures that it will maintain staff with qualifications equal to or better than those held by staff of IHS program on October 1, 1997, while participating with SCF in the ongoing determination of the most appropriate provider mix.

3. **Social Services:**

Social Service Program services will be provided in accordance with the General Assurances, with SCF and the ANTHC each managing 50% of the overall service.

4. **Dietetics:**

Inpatient dietetic services will remain the responsibility of the ANTHC, and provided in accordance with the General Assurances.

5. **Supplies:**

ANTHC assures that Southcentral Foundation programs and services shall have the same access to supplies as other medical campus programs unless otherwise negotiated. The ANTHC and SCF will conduct an annual experience based review of supply consumption and address identified issues to mutual satisfaction.

6. **Emergency Services:**

ANTHC assures that it will provide staff at a level adequate to meet the demand for services as of October 1, 1997.

ANTHC assures that it will maintain provider coverage at a level equal to or higher than that available on October 1, 1997.

ANTHC assures that it will provide support to the staff SCF has in the Emergency Department of ANMC at a level equal to or higher than that available on October 1, 1997.

7. **Family Practice Residency Program:**

The ANTHC will continue to support the Alaska Family Practice Residency Program through the provisions of Specialty training opportunities to Residents from the Program.

8. **Physical Therapy:**

ANTHC assures that it will accept all Physical Therapy referrals from Southcentral Foundation providers.

ANTHC assures that it will provide staff at a level adequate to meet the demand for services as of October 1, 1997.

ANTHC assures that it will be provide supervision and support for the Southcentral Foundation Physical Therapist located a the Anchorage Native Primary Care Center.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

9. **Outpatient Pharmacy:**

Outpatient pharmacy services will be provided by the ANTHC in accordance with the General Assurances, and in addition will support all rural ASU programs requiring outpatient pharmacy services.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center Pharmacy and the rural Anchorage Service Unit Pharmacy.

ANTHC assures that it will fill prescriptions for IHS beneficiaries seen at Southcentral Foundation satellite clinics, including but not limited to the Mat-Su Valley, Mountain View, and Fireweed Lane.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

All Pharmacists employed by the ANTHC and SCF providing services within the hospital and ANPCC shall have a valid Pharmacy license.

Pharmaceuticals

ANTHC assures that Southcentral Foundation providers and the patients whom they see shall have the same rights and privileges with regard to prescribing and accessing medications as other (non-Southcentral Foundation) ANMC hospital providers and the patients whom they see.

ANTHC assures that Southcentral Foundation shall have appropriate representation on the Pharmaceuticals and Therapeutics Committee, and any other policy-setting committee with regard to pharmaceuticals.

ANTHC assures that any off-site locations owned or contracted by Southcentral Foundation shall have the same access to pharmaceutical prescribing and provision as any on-campus services. For any additional new locations (not including an existing program that moves to a new location) established by SCF after May 1, 2000, SCF will, at its option, either pay to ANTHC a negotiated discounted cost for all pharmaceuticals directly provided by ANTHC or will include any revenue generated from the direct provision of pharmaceuticals as "generated revenue subject to revenue-sharing" to be distributed between ANTHC and SCF in accordance with the "MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND THE SOUTHCENTRAL FOUNDATION REGARDING REVENUE SHARING (Amended and Restated October 1, 2008)" as it may be further amended. Volume increases exceeding 10% above the October 1, 2000 level at off-site SCF locations or programs existing as of May 1, 2000, except for the Mat-Su Valley, may also be negotiated pursuant to the preceding sentence.

ANTHC and Southcentral Foundation agree that the ultimate responsibility for certification and licensing of pharmacies lies with the ANTHC unless otherwise negotiated.

ANTHC assures that any development of off-site pharmacy dispensing or processing locations in the Anchorage or the Mat-Su Valley area will involve coordination with Southcentral Foundation.

There will be one formulary which will be adhered to by all providers with prescribing authority at the ANPCC, ANMC, or field clinics.

10. Lab/pathology/radiology:

Lab/pathology/radiology services will be proved by the ANTHC in accordance with the General Assurances. Funding and responsibility for providing for supplies maintenance, and equipment to support these service components will remain with the ANTHC.

All Clinical Laboratory Scientists employed by the ANTHC providing services within the hospital and ANPCC shall have a valid certification with the American Society of Clinical Pathologists, the National Certification Agency for Clinical Laboratory Scientists, or an equivalent organization.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center laboratory.

ANTHC assures that it will perform tests for IHS beneficiaries seen at Southcentral Foundation satellite clinics including but not limited to the Mat-Su Valley, Mountain View and Fireweed Lane. For any additional new locations (not including any existing program that moves to a new location) established by

SCF after May 1, 2000, in the event SCF chooses to perform lab tests at the new location, SCF will, at its option, either pay to ANTHC a negotiated discounted cost for all lab supplies provided by ANTHC or will include any revenue generated from the provision of such lab supplies as "generated revenue subject to revenue-sharing: to be distributed between ANTHC and SCF in accordance with the "MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND SOUTHCENTRAL FOUNDATION REGARDING REVENUE SHARING (Amended and Restated October 1, 2008)" as it may be further amended. Volume increases exceeding 10% above the 10-1-2000 level at off-site SCF locations or programs existing as of May 1, 20000, except for the Mat-Su Valley, may also be negotiated pursuant to the preceding sentence.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

The ANTHC assures that the Laboratories will be appropriately certified and will maintain Laboratory policies.

Pathology

ANTHC assures that it will perform all tests ordered by Southcentral Foundation providers, within the limits of equipment and staff competency, the range of which must be no less than that extant on October 1, 1997.

ANTHC assures that it will perform tests for Southcentral Foundation satellite clinics, including but not limited to the Mat-Su Valley, Mountain View, and Fireweed Lane.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

Radiology

ANTHC assures that it will perform all tests ordered by Southcentral Foundation providers, within the limits of equipment and staff competency, the range of which must be no less than as on October 1, 1997.

ANTHC assures that it will perform tests for beneficiaries seen at Southcentral Foundation satellite clinics, including but not limited to the Mat-Su Valley, Mountain View, and Fireweed Lane.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center Radiology.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

The ANTHC assures that appropriate certification and accreditation for radiology staff and programs will be maintained.

11. **Biomedical Services:**

Biomedical services will be provided by the ANTHC in accordance with the General Assurances, and in a manner responsive to the established advisory board

for these services.

ANTHC assures that it will provide staff at a level adequate to meet the demand for services without increased waiting time or delays, as on October 1, 1997.

ANTHC assures that it will maintain all medical equipment located at the Alaska Native Medical Center, the Anchorage Native Primary Care Center, and Southcentral Foundation owned satellite clinics, including but not limited to the Mat-Su Valley, and Mountain View (excluding Fireweed Lane).

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

12. **Medical Records:**

ANTHC assures that it will maintain a single Medical Records Department for the Alaska Native Medical Center and Anchorage Native Primary Care Center.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center Medical Records staff.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

13. **Business office:**

Business Office services will be provided by the ANTHC in accordance with the General Assurances, and in accordance with any Business Office Memorandum of Agreements with SF, if any exist.

ANTHC assures that it will provide billing and collection for all service provided at or through the Alaska Native Medical Center and the Anchorage Native Primary Care Center on a timely basis, recognizing the goal for the end of year one of the contract is billing for services within 30 days from the date of delivery of care.

ANTHC assures that it will provide supervision and support for the Anchorage Native Primary Care Center Billing staff.

14. **Housekeeping (staff and contract):**

Housekeeping (staff and contract) services will be provided by the ANTHC in accordance with the General Assurances.

ANTHC assures that it will maintain staff and/or contractor with qualifications equal to or better than those in place on October 1, 1997.

ANTHC assures that the frequency of cleaning of Southcentral Foundation space will be maintained at the level on October 1, 1997, or increased above that level.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures that it will assist in that effort.

15. **Laundry:**

Laundry services will be provided by the ANTHC in accordance with the General Assurances.

ANTHC assures that it will maintain staff and/or a contractor with qualifications equal to or better than those in place on October 1, 1997.

ANTHC assures that the frequency of laundry services provided to Southcentral Foundation programs will be maintained at the level on October 1, 1997, or increased above that level.

If the Southcentral Foundation seeks separate accreditation for the Anchorage Native Primary Care Center, ANTHC assures it will assist in that effort.

16. **Quality Resources:**

Quality Resource services, including a program component previously known as "Specialty Clinics," will be provided by the ANTHC in accordance with the General Assurances.

Corporate compliance expenditures for ANMC which provide mutual benefit to ANTHC and SCF will be funded in the ratio of their respective management shares of ANMC (as of May 1, 2000, 78% by ANTHC and 22% by SCF). In order for expenditures to be shared in this ratio, such expenditures must be mutually agreed upon by the ANMC Administrator and the SCF Vice President of Medical Services.

17. **Property and Supply:**

ANTHC shall remain responsible for providing all costs and functions of the department except for those portions described in the purchase agreement which will be managed and owned by SCF. This includes continuation of the ANTHC paying for the four GSA vehicles used in SCF-operated programs.

18. **Reserves:**

Negotiated shares of the Reserve funding will be managed by ANTHC and SCF in accordance with the General Assurances. In addition, an Emergency Reserve account (a negotiated combination of $200,000 of the SCF Reserve fund and $400,000 of the ANTHC Reserve fund) will be managed jointly by the ANMC Administrator and the SCF Vice President of Medical Services.

19. **Information Services:**

Information services will be proved by the ANTHC in accordance with the General Assurances, and in a manner responsive to the needs of all customers on the ANMC Campus.

The ANTHC assures that it will maintain all mainframe, network, and personal computer equipment, provided, however, the cost of maintaining and upgrading such equipment shall be shared by appropriate user organizations.

Information services will be provided by the ANTHC to SCF at all locations where services are provided that generate revenue that is distributed between ANTHC and SCF in accordance with the "MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND THE SOUTHCENTRAL FOUNDATION REGARDING REVENUE SHARING (Amended and Restated October 1, 2008)" as it may be further amended, and at all existing locations or programs of SCF as of May 1, 2000. ANTHC and SCF will negotiate an additional charge to SCF for increases in service levels exceeding he greater of 10% or costing more than $10,000, excluding hardware costs, above the May 1, 2000, level caused by program expansions at SCF locations that do not generate revenue distributed pursuant to the preceding sentence. Hardware costs at all SCF off-site locations are the responsibility of SCF.

If SCF seeks separate accreditation for the ANPCC, the ANTHC assures it will assist in that effort.

20. Telecommunication Services:

Telecommunication services will be provided by the ANTHC in accordance with the General Assurances, and in a manner responsive to the needs of all customers on the ANMC Campus.

The ANTHC assures that it will maintain all phone equipment, provided, however, the cost of maintaining and upgrading such equipment shall be shared by appropriate user organizations.

Telecommunication services will be provided by the ANTHC to SCF at all locations where services are provided that generate revenue that is distributed between ANTHC and SCF in accordance with the "MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND THE SOUTHCENTRAL FOUNDATION REGARDING REVENUE SHARING (Amended and Restated October 1, 2008)" as it may be further amended, and at all existing locations or programs of SCF as of May 1, 2000. ANTHC and SCF will negotiate an additional charge to SCF for increases in service levels exceeding he greater of 10% or costing more than $10,000, excluding hardware costs, above the May 1, 2000, level caused by program expansions at SCF locations that do not generate revenue distributed pursuant to the preceding sentence. Hardware costs at all SCF off-site locations are the responsibility of SCF

If SCF seeks separate accreditation for the ANPCC, the ANTHC assures it will assist in the effort.

21. Hospital Education Department:

The ANTHC assures continuity of care for meeting the patient family education standards outlined by the JCAHO. The ANTHC will continue to coordinate/collaborate with SCF on patient education issues relevant to meeting and exceeding JCAHO standards set forth in chapters that cover Patient and Family Education.

The ANTHC assures to provide education courses required to maintain Clinical competency standards for physicians and nurses with responsibilities for Emergency Room, Critical Care, and emergent care of OB and Pediatric patients

at the ANMC campus which will include: ATLS, ACLS, PALLS, NRP, ALSO, and TNCC. ANMC shall continue its role as the primary provider of the ATLS and ALSO programs for providers employed by Native Health Organizations throughout Alaska. The ANTHC will assure to continue EMS education offerings at the same level as October 1, 1997 and will accept health care providers from SCF and the other regional hospitals per a buy-back process as appropriate, based on annual Tribal Share distribution.

22. **Facilities and Grounds:**

The ANTHC assures that the facilities and grounds services continue to be provided throughout the ANMC Campus at the October 1, 1997 level or greater.

ATTACHMENT 1

MEMORIALIZATION OF DISPUTES

The following issue remains in dispute between Co-Signer, Southcentral Foundation, and the IHS:

Co-Signer maintains that it has the right, without the consent or concurrence of IHS, to determine whether to provide services to non-beneficiaries including making its own findings as to the availability of alternate services to non-beneficiaries and the potential for diminishment of services to its beneficiaries if services are provided to non-beneficiaries.

Section 813(b)(1)(B) of the Indian Health Care Improvement Act (IHCIA), 25 U.S.C. Section 1680c(b)(1)(B), clearly states that the decision whether to serve non-beneficiaries under the Act is solely the responsibility of the Co-Signer. The law states:

> In the case of facilities operated under a contract entered into under the Indian Self-Determination Act, the governing body of the Indian tribe or tribal organization providing health services under such contract **is authorized to determine whether health services should be provided under such contract** to individuals who are not eligible for such health services... [emph.added] In making such determinations, the governing body of the Indian tribe or tribal organization shall take into account the considerations described in subparagraph (A)(ii).

The considerations which the Co-Signer must "take into account" are found in (A)(ii) and include whether:

> (I) the provision of such health services will not result in a denial or diminution of health services to eligible Indians, and
>
> (II) there is no reasonable alternative health facility or services, within or without the service area of such service unit, available to meet the health needs of such individual.

See 25 U.S.C. Section 1680c(b)(1)(A) (ii).

In contrast, in the case of service units operated directly by IHS, Congress has clearly stated that IHS may provide services to non-beneficiaries if "the Secretary and the Indian tribe or tribes have jointly determined that:" (i) the provision of such services will not diminish services for eligible Indians; and (ii) there is no reasonable alternative health facility or services . . . to meet the needs of such individuals. This requirement of a joint determination does not apply to the Co-Signer because IHS is not directly operating the service unit.

MEMORIALIZATION OF DISPUTES (cont.)

In making a distinction between facilities operated by the IHS and those operated by tribes or tribal organizations, Congress has given tribes and tribal organizations the sole and exclusive discretion to make these determinations without requiring IHS approval or concurrence and has nowhere authorized IHS to second guess or reject those determinations made by Co-Signer's governing body. Moreover, contrary to the required IHS/Tribal joint determination on these two criteria for direct IHS service units, a Co-Signer is not bound by only those factors in making its decision, but simply must take them "into account," and may consider other factors as well. This inherent authority is critical to the concept of self-determination.

The meaning of 813(b)(1)(B) is clear, namely: when a Co-Signer makes a determination to serve non-beneficiaries, the IHS must accept that determination and must allow the Co-Signer to provide those services as a part of its funding agreement. The law and regulations do not authorize IHS to approve or disapprove the tribal determinations on this subject. IHS is without the legal authority to refuse to permit the Co-Signer to serve non-beneficiaries as part of its Funding Agreement.

The plain language of the statute could not be more clear. A joint determination is required for service units operated by IHS, but there is no similar requirement for IHS to participate in or approve the determinations of a Co-Signer as to whether services shall be provided to non-beneficiaries under its Funding Agreement.

Furthermore, there is no requirement anywhere in the law that the Co-Signer's resolution be attached to the Funding Agreement in order for that resolution to be effective for the purposes of providing services to non-beneficiaries and being covered by the Federal Tort Claims Act when such services are provided.

For these reasons, Co-Signer's governing body has passed a separate resolution authorizing the service to non-beneficiaries which resolution IHS has refused to approve and which is not attached to Co-Signers Funding Agreement. Only the resolution which IHS has required to be revised and which IHS has approved is attached to this Funding Agreement.

Other Issues remaining in dispute from prior years:

As also occurred in prior years, as a condition of entering into this FA, the IHS required that SCF agree to language in Section 4d) of the FA regarding contract support costs. SCF continues to object to this language and any effort to limit the right of SCF to be paid the full amount to which it is entitled under the ISDEA, as amended. In no way does SCF intend or understand this language to waive any right under the ISDEA, including the right to the full amount of funding required by Section 106 of the ISDEA. This position is supported by all of the Co-Signers.

MEMORIALIZATION OF DISPUTES (cont.)

With regard to the specific language, to the extent that IHS seeks to impose the terms of Circular 2001-05, or its successors, including Circular 2004-03, SCF continues to object to any effort to impose any requirements of that Circular, or its predecessors, on SCF which may be inconsistent with the ISDEA. SCF acknowledges that the IHS has stated its intent to follow the provisions of this Circular throughout FY 2006. IHS has further committed that it would actively oppose statutory changes that would have the effect of abrogating the Circular.

Certain terms of the FY 1999 AFA may be construed to permit the IHS to satisfy FY 1998 obligations from FY 1999 funds (including use of third-party revenue paid to IHS in FY 1999 prior to January 1, 1999). SCF believes that this may be impermissible and, that to the extent it is, no such reduction in funds to be made available under this FA, any of SCF's previous AFAs, or to ANTHC under its AFAs or FAs should occur, including any reduction in revenue due SCF under its Revenue Sharing Agreement with IHS.

SCF has appealed the calculation of CSC funds paid to it by IHS in FY 1999. IHS has denied SCF's appeal. SCF believes the IHS's denial is not justified.

IHS has denied SCF's Indian Self-Determination Fund (ISD) requests related to its program expansions for additional federal positions transferring to or replaced by direct hire staff during FY 2000 and 2001. SCF believes this denial is not justified.

IHS has denied SCF's Indian Self-Determination Fund (ISD) requests related to program expansions for subawards, Level of Need Funded (LNF), and contract health services during FY 2001. SCF believes these denials are not justified.

SCF experienced similar program expansions in FY 2002, FY 2003, FY 2004, and FY 2005 for Level of Need Funded (LNF), contract health services, and other funding increases. SCF continues to believe that the IHS position to deny ISD requests for these program expansions is unjustified.

AMENDMENT #17

HEALTH SERVICES PURCHASE AGREEMENT I BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND THE SOUTHCENTRAL FOUNDATION FOR SERVICES AT ALASKA NATIVE MEDICAL CENTER (SCF Purchases from ANTHC)

In accordance with Section 20 of the "Health Services Purchase Agreement I between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center (SCF Purchases from ANTHC)," as amended, (hereafter "Purchase Agreement I") is further amended as described below.

1. Table I.

Table I – "SCF and ANTHC Purchase Agreements I & II- FY 2013 (b/f FY 2013 Recission & Sequestration reductions)," which is attached to this amendment, replaces Table I and Table I – Amendments 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,14, 15, and 16 throughout Purchase Agreement I.

2. Adjusted Total Initially Negotiated.

Throughout Purchase Agreement I, wherever the phrase, "Total Initially Negotiated (Column 11 and Column 15)," appears delete it and substitute "Adjusted Total Initially Negotiated: (Column 11b and Column 15)".

3. Revenue Sharing Agreement.

All references to "Revenue Sharing Agreement" in Purchase Agreement I shall be to the "Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation Regarding Revenue Sharing (Amended and Restated October 1, 2012)." Consistent with the terms of this Amended and Restated Revenue-Sharing Agreement, Section 12(b) of Purchase Agreement I is deleted in its entirety.

4. Assurances.

All references to the "Assurances" throughout the Purchase Agreement I shall refer to the amended and restated Assurances, attached to Amendment #9 of Purchase Agreement I.

Health Services Purchase Agreement I between ANTHC and SCF (SCF Purchases from ANTHC)
Amendment #17

5. Scope of Service Medical Records

Attachment I, Scope of Services, is amended to eliminate Transcription services. If SCF providers incur transcription costs utilizing ANTHC contractual services, ANTHC shall be entitled to reimbursement over and above the Purchase Agreement Table I amounts for its actual amounts paid to contractors for such services. SCF shall pay amounts within 30 days of receipt of an invoice detailing the service provided and amounts due.

6. Scope of Service Information Systems & Library Services

Attachment I, Scope of Services, is amended and further clarified by the attached detailed spreadsheet entitled "ANTHC costs for Services to SCF". In addition, the parties agree to enter into good faith negotiations to develop a service level agreement that will be added to the Purchase Agreement by amendment at a later date.

7. Scope of Service Audiology

Attachment I, Scope of Services, is amended to add the obligation of ANTHC to provide front desk office staff support for the SCF Audiology providers in the Alaska Native Medical Center.

8. Effective Date.

October 1, 2012

9. Execution.

By signing below, the parties hereto agree to be bound by the terms of the Purchase Agreement I, as amended herein.

Dated: 5-21-2013

SOUTHCENTRAL FOUNDATION

By: _____

Dated: 5/21/13

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

By: _____

AMENDMENT #4

HEALTH SERVICES PURCHASE AGREEMENT II BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND THE SOUTHCENTRAL FOUNDATION FOR SERVICES AT ALASKA NATIVE MEDICAL CENTER (ANTHC Purchases from SCF)

In accordance with Section 20 of the "Health Services Purchase Agreement II between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center (ANTHC Purchases from SCF)," as amended, (hereafter "Purchase Agreement II") is further amended as described below.

1. Table I.

Table I – "SCF and ANTHC Purchase Agreements I & II- FY 2013 (b/f FY 2013 Recission & Sequestration reductions)," which is attached to this amendment, replaces Table I and Table I – Amendments 1, 2, and 3 throughout Purchase Agreement II.

2. Adjusted Total Initially Negotiated.

Throughout Purchase Agreement II, wherever the phrase, "Total Initially Negotiated (Column 11 and Column 15)," appears delete it and substitute "Adjusted Total Initially Negotiated: (Column 11b and Column 15)".

3. Revenue Sharing Agreement.

All references to "Revenue Sharing Agreement" in Purchase Agreement II shall be to the "Memorandum of Agreement between the Alaska Native Tribal Health Consortium and the Southcentral Foundation Regarding Revenue Sharing (Amended and Restated October 1, 2012)." Consistent with the terms of this Amended and Restated Revenue-Sharing Agreement, Section 12(b) of Purchase Agreement II is deleted in its entirety.

4. Assurances.

All references to the "Assurances" throughout the Purchase Agreement II shall refer to the amended and restated Assurances, attached to Amendment #9 of Purchase Agreement I.

5. Scope of Service Gynecology/Oncology

Attachment I, Scope of Services, as amended by Section 8 of Purchase Agreement II Amendment # 3, is further amended to delete the RN/Case Manager services, as of May 20, 2013. CMA services shall continue as provided for by Section 8 of Purchase Agreement II Amendment # 3. In addition, SCF agrees to provide 1.0 FTE Case Management Support, effective 10-1-2012.

6. Effective Date.

October 1, 2012.

7. Execution.

By signing below, the parties hereto agree to be bound by the terms of the Purchase Agreement II, as amended herein.

Dated: 5-21-2013

SOUTHCENTRAL FOUNDATION

By: _____

Dated: 5/21/13

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

By: _____

MEMORANDUM OF AGREEMENT
BETWEEN
THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
AND
THE SOUTHCENTRAL FOUNDATION
REGARDING
REVENUE SHARING
(Amended and Restated October 1, 2011)

This Amended and Restated Memorandum of Agreement regarding Revenue Sharing ("MOA") is entered into between the Alaska Native Tribal Health Consortium ("ANTHC") and the Southcentral Foundation ("SCF"). The purpose of this MOA is to set out the parties' agreements over the collection and sharing of revenues generated at the Alaska Native Medical Center ("ANMC") and Alaska Native Primary Care Center ("ANPCC").

Section 1 – Term of MOA.

This MOA was initially effective January 1, 1999 and has been amended and restated effective October 1, 2008, October 1, 2009, and October 1, 2010. This amended and restated MOA is effective October 1, 2011, and shall continue unless terminated and modified by a written agreement of the parties that operate ANPCC and ANMC.

Section 2 – General Terms.

(A) This MOA applies only to revenue generated and collected at ANMC and ANPCC.

(B) Any revenues generated from any source for services provided in any facility operated by SCF, except ANMC and ANPCC, shall be retained by SCF and is excluded from the scope of revenues that are to be shared by the parties under this MOA.

(C) Any revenue generated from any source for services provided in any facility operated by ANTHC, except ANMC and ANPCC, shall be retained by ANTHC and is excluded from the scope of revenues that are to be shared by the parties under this MOA.

(D) The following shall not be subject to this Revenue Sharing Agreement:

(i) revenue generated from any Dental or Optometry items and professional services provided by SCF at ANMC, which shall be billed and collected by SCF; (This limitation does not apply to ANMC facility fees that are billed by ANTHC and are covered by this Revenue Sharing Agreement. Revenue by SCF under this section shall be returned to the Optometry or Dental programs operated by SCF to be expended in support of Optometry or Dental programs.)

(ii) revenue generated from Medicaid Administrative Match agreements entered into

by SCF and ANTHC with the Alaska Department of Health and Social Services individually, and independent of each other, shall be billed and retained by SCF and ANTHC respectively; and

(iii) revenue generated by ANTHC for travel provided through Quyana House that is ultimately reimbursed by Medicaid, which shall be billed and collected by ANTHC.

(E) ANTHC shall bill and collect for healthcare services provided by ANTHC or SCF at ANMC or ANPCC, and SCF shall bill and collect for behavioral health services provided at ANPCC, from Medicaid, Medicare, TriCare (CHAMPUS), healthcare insurers, and others with financial responsibility or liability for healthcare rendered in ANMC or ANPCC. The revenues generated from these sources shall be referred to as "generated revenue subject to revenue-sharing" in subsections (F) through (I) of this section. To be counted as "generated revenue subject to revenue-sharing," revenues must be received and available for expenditure in the relevant federal fiscal year.

(F) Beginning on October 1, 2011:

(i) SCF shall receive 27.618% of generated revenue subject to revenue-sharing up to the revenue ceiling amount of $213,246,042, representing SCF's share of the programs it manages, including ANTHC programs operated by SCF under purchase agreements.

(ii) For each fiscal year subject to this MOA, payments shall be made as follows:

(I) ANTHC has paid to SCF an advance payment of $1,750,000, which shall be retained by SCF until such time as this Revenue Sharing Agreement is terminated, at which time SCF shall refund it to ANTHC.

(II) By the fifth business day after the end of each calendar week for which revenue is due, ANTHC shall notify SCF of the amount it has collected from generated revenue subject to revenue-sharing and shall make payment to SCF of 27.618% of such collections. At the end of each fiscal year, reconciliation shall be conducted in which the total amounts collected by each party shall be added together and the total amount due to each party from the other shall be calculated, such that SCF receives 27.618% of the total and ANTHC receives 72.382% of the total up to the revenue sharing ceiling amount of $213,246,042. This reconciliation shall be complete by the fifth day of January of the subsequent fiscal year. The final payment for the fiscal year shall be made by each party by the tenth day of January of the subsequent fiscal year and shall reflect adjustments for the annual amount due to ANTHC from SCF for ANTHC's share of SCF collections.

(iii) Payments made more than 10 calendar days after they are due may be subject to a

claim for late payment penalty interest calculated on the total amount due for that payment using an annual interest rate of no more than the legal rate of interest under AS 45.45.010(a). Claims must be made within three months of the due date of the payment or the claim is waived.

(iv) In addition, any generated revenue subject to revenue-sharing collected in excess of $213,246,042, for any federal fiscal year, for ANTHC and SCF at ANMC and ANPCC shall be distributed as further described below.

(I) SCF shall receive 27.432% of any generated revenue subject to revenue-sharing collected in excess of $213,246,042, representing SCF's share of the programs it both owns and manages, not including the ANTHC programs it manages under purchase agreements. The amounts due under this subsection shall be determined by a reconciliation to occur after the end of each fiscal year on the schedule described in subsection (F)(ii)(II) and be subject to interest for late payment as provided for in subsection (F)(iii).

(II) ANTHC shall retain 66.417% of any generated revenue subject to revenue-sharing collected in excess of $213,246,042, representing ANTHC's share of the programs it both owns and manages, not including the SCF programs it manages under purchase agreements.

(III) The remaining 6.151% of any generated revenue subject to revenue-sharing collected in excess of $213,246,042, representing SCF's programs that ANTHC manages under purchase agreements and ANTHC's programs that SCF manages under purchase agreements, shall be divided in accordance with the terms in Section 12b in the "Health Services Purchase Agreements I and II between the Alaska Native Tribal Health Consortium and the Southcentral Foundation for Services at Alaska Native Medical Center," as amended.

(v) If generated revenue subject to revenue-sharing collected from these sources is less than $213,246,042, for any federal fiscal year, for ANTHC and SCF at ANMC and ANPCC, the shortfall shall be divided as further described below.

(I) SCF shall return to ANTHC 27.618% of the difference between the actual amount collected and $213,246,042, representing SCF's share of the programs it manages, including the ANTHC programs it manages under purchase agreements.

(II) The amounts due under this subsection shall be determined in a reconciliation to occur after the end of each fiscal year on the schedule described in subsection (F)(ii)(II) and be subject to interest for late payment as provided for in subsection (F)(iii).

(G) In federal fiscal years following FY 2011, the advance payment amount, payment schedule, payment terms, and percentage shares described in subsection (F), shall remain unchanged. However, the revenue ceiling amount shall be adjusted based on the previous year's actual total reconciled collections or such other amount as is mutually agreed upon. Final reconciliation dates and procedures shall continue unchanged.

(H) The parties agree that all generated revenue subject to revenue-sharing collected that is ultimately allocated to either party shall be used to support and enhance the programs, functions, services and activities ("PFSAs") that are operated at or through ANMC and ANPCC.

(I) A detailed calculation of the percentage shares that SCF and ANTHC will receive under these subsections and the revenue ceiling of $213,246,042 is attached as "Table A – Amended and Restated 10-1-2011, Revenue Sharing Agreement."

Section 3 – Previous Revenue Sharing Agreements.

Effective October 1, 2011, this MOA supersedes and replaces the previous Memorandum of Agreement between ANTHC and SCF, provided, however, that this MOA does not affect the reconciliation and payments due between ANTHC and SCF under the prior Memorandum of Agreement.

Section 4 – Standards for Third Party Billing and Treatment of Claims for Reimbursement from Third Party Payors.

Each party agrees to comply with all applicable laws, regulations and rules in the preparation, coding and submission of all bills and claims to third parties who may be responsible for payment of the funds described in this MOA. In the event a refund as a result of a dispute, audit or other mistake resulting in a payment due to any third party payor, the total amount of the payment (including any applicable interest and penalties) shall be deducted from the total amount of the collections in the week in which the refund is made.

If, after the funds due to SCF for the current week are included, the required adjustments are large enough to require SCF to pay ANTHC, then ANTHC may request payment from SCF. If requested, SCF shall make payment and shall be subject to the same payment schedules and conditions defined for ANTHC in section 2(F)(ii)(II) and (F)(iii).

Nothing in this section shall prevent SCF and ANTHC from entering into a prospective repayment plan with the third party payor whereby the amount due the third party payor is collected by reductions in future payments from the third party payor. In such case adjustments to the amounts due under this MOA to SCF or ANTHC shall be made consistent with the other terms and conditions herein.

Section 5 – MOA's Impact on the Alaska Tribal Health Compact.

SCF and ANTHC agree that, to the extent the terms of this MOA conflict with Article III,

Section 7, of the Alaska Tribal Health Compact ("ATHC"), each party waives any rights available to it under the ATHC relating to program income, so long as this MOA remains in effect.

Section 6 – Disputes.

(A) If a dispute should arise over the terms of this MOA, the parties shall jointly submit the dispute to third party mediation. For the purposes of this section, the term "third party mediation" means a form of mediation where SCF and ANTHC nominate a third party who is not employed by or significantly involved with SCF or ANTHC to serve as a third party mediator to mediate disputes under this MOA.

(B) Nothing in subsection (A) of this section shall affect any party's right to initial legal action in an appropriate forum in order to resolve a dispute arising under this MOA.

Section 7 – Termination, Amendment and Periodic Review.

(A) This MOA may be terminated or amended at any time by written agreement of SCF and ANTHC.

(B) At such time as either SCF or ANTHC takes over additional PSFAs at ANMC or ANPCC from the other, whether under purchase agreements or by the retrocession of a PSFA by either SCF or ANTHC and related contracting of that PSFA by the other, this MOA shall be amended to appropriately adjust the sharing of generated revenues, proportionate to the additional PSFAs being assumed by SCF or ANTHC.

(C) The allocation of revenues in this MOA shall be reviewed periodically, as necessary, to determine whether the MOA creates substantial and gross inequities in funding levels. If the MOA does create substantial and gross inequities in funding levels, the parties agree to negotiate in good faith an amendment to this MOA.

Section 8 – Effective Date..

October 1, 2011.

By signing below, the parties hereto agree to be bound by the terms of the MOA, as amended and restated herein.

Dated: 10-30-2012

SOUTHCENTRAL FOUNDATION

By: _____

Dated: 10-26-2012

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

By: _____

MEMORANDUM OF AGREEMENT
BETWEEN
THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
AND
THE SOUTHCENTRAL FOUNDATION
REGARDING
REVENUE SHARING
(Amended and Restated October 1, 2012)

This Amended and Restated Memorandum of Agreement regarding Revenue Sharing ("MOA") is entered into between the Alaska Native Tribal Health Consortium ("ANTHC") and the Southcentral Foundation ("SCF"). The purpose of this MOA is to set out the parties' agreements over the collection and sharing of revenues generated at the Alaska Native Medical Center ("ANMC") and Alaska Native Primary Care Center ("ANPCC").

Section 1 – Term of MOA.

This MOA was initially effective January 1, 1999 and has been amended and restated effective October 1, 2008, October 1, 2009, October 1, 2010, and October 1, 2011. This amended and restated MOA is effective October 1, 2012, and shall continue unless terminated or modified by a written agreement of the parties that operate ANPCC and ANMC.

Section 2 – General Terms.

(A) This MOA applies only to revenue generated and collected at ANMC and ANPCC.

(B) Any revenues generated from any source for services provided in any facility operated by SCF, except ANMC and ANPCC, shall be retained by SCF and is excluded from the scope of revenues that are to be shared by the parties under this MOA.

(C) Any revenue generated from any source for services provided in any facility operated by ANTHC, except ANMC and ANPCC, shall be retained by ANTHC and is excluded from the scope of revenues that are to be shared by the parties under this MOA.

(D) The following shall not be subject to this Revenue Sharing Agreement:

(i) revenue generated from any Dental or Optometry items and professional services provided by SCF at ANMC, which shall be billed and collected by SCF; (This limitation does not apply to ANMC facility fees that are billed by ANTHC and are covered by this Revenue Sharing Agreement. Revenue by SCF under this section shall be returned to the Optometry or Dental programs operated by SCF to be expended in support of Optometry or Dental programs.)

(ii) revenue generated from Medicaid Administrative Match agreements entered into

by SCF and ANTHC with the Alaska Department of Health and Social Services individually, and independent of each other, shall be billed and retained by SCF and ANTHC respectively; and

(iii) revenue generated by ANTHC for travel provided through Quyana House that is ultimately reimbursed by Medicaid, which shall be billed and collected by ANTHC.

(E) ANTHC shall bill and collect for healthcare services provided by ANTHC or SCF at ANMC or ANPCC, and SCF shall bill and collect for behavioral health services provided at ANPCC, from Medicaid, Medicare, TriCare (CHAMPUS), healthcare insurers, and others with financial responsibility or liability for healthcare rendered in ANMC or ANPCC. The revenues generated from these sources shall be referred to as "generated revenue subject to revenue-sharing" in subsections (F) through (I) of this section. To be counted as "generated revenue subject to revenue-sharing," revenues must be received and available for expenditure in the relevant federal fiscal year.

(F) Beginning on October 1, 2012:

(i) SCF shall receive 28.030% of all generated revenue subject to revenue-sharing, representing SCF's share of the programs it manages, including ANTHC programs operated by SCF under purchase agreements.

(ii) For each fiscal year subject to this MOA, payments shall be made as follows:

(I) ANTHC has paid to SCF an advance payment of $1,750,000, which shall be retained by SCF until such time as this Revenue Sharing Agreement is terminated, at which time SCF shall refund it to ANTHC.

(II) By the fifth business day after the end of each calendar week for which revenue is due, ANTHC shall notify SCF of the amount it has collected from generated revenue subject to revenue-sharing and shall make payment to SCF of 28.030% of such collections. At the end of each fiscal year, reconciliation shall be conducted in which the total amounts collected by each party shall be added together and the total amount due to each party from the other shall be calculated, such that SCF receives 28.030% of the total and ANTHC receives 71.970% of the total. This reconciliation shall be complete by the fifth day of January of the subsequent fiscal year. The final payment for the fiscal year shall be made by each party by the tenth day of January of the subsequent fiscal year and shall reflect adjustments for the annual amount due to ANTHC from SCF for ANTHC's share of SCF collections.

(iii) Payments made more than 10 calendar days after they are due may be subject to a claim for late payment penalty interest calculated on the total amount due for that payment using an annual interest rate of no more than the legal rate of interest

under AS 45.45.010(a). Claims must be made within three months of the due date of the payment or the claim is waived.

(G) The parties agree that all generated revenue subject to revenue-sharing collected that is ultimately allocated to either party shall be used to support and enhance the programs, functions, services and activities ("PFSAs") that are operated at or through ANMC and ANPCC.

(H) A detailed calculation of the percentage shares that SCF and ANTHC will receive under these subsections is attached as "Table A – Amended and Restated 10-1-2012, Revenue Sharing Agreement."

Section 3 – Previous Revenue Sharing Agreements.

Effective October 1, 2012, this MOA supersedes and replaces the previous Memorandum of Agreement between ANTHC and SCF, provided, however, that this MOA does not affect the reconciliation and payments due between ANTHC and SCF under the prior Memorandum of Agreement.

Section 4 – Standards for Third Party Billing and Treatment of Claims for Reimbursement from Third Party Payors.

Each party agrees to comply with all applicable laws, regulations and rules in the preparation, coding and submission of all bills and claims to third parties who may be responsible for payment of the funds described in this MOA. In the event a refund as a result of a dispute, audit or other mistake resulting in a payment due to any third party payor, the total amount of the payment (including any applicable interest and penalties) shall be deducted from the total amount of the collections in the week in which the refund is made.

If, after the funds due to SCF for the current week are included, the required adjustments are large enough to require SCF to pay ANTHC, then ANTHC may request payment from SCF. If requested, SCF shall make payment and shall be subject to the same payment schedules and conditions defined for ANTHC in section 2(F)(ii)(II) and (F)(iii).

Nothing in this section shall prevent SCF and ANTHC from entering into a prospective repayment plan with the third party payor whereby the amount due the third party payor is collected by reductions in future payments from the third party payor. In such case adjustments to the amounts due under this MOA to SCF or ANTHC shall be made consistent with the other terms and conditions herein.

Section 5 – MOA's Impact on the Alaska Tribal Health Compact.

SCF and ANTHC agree that, to the extent the terms of this MOA conflict with Article III, Section 7, of the Alaska Tribal Health Compact ("ATHC"), each party waives any rights available to it under the ATHC relating to program income, so long as this MOA remains in

effect.

Section 6 – Disputes.

(A) If a dispute should arise over the terms of this MOA, the parties shall jointly submit the dispute to third party mediation. For the purposes of this section, the term "third party mediation" means a form of mediation where SCF and ANTHC nominate a third party who is not employed by or significantly involved with SCF or ANTHC to serve as a third party mediator to mediate disputes under this MOA.

(B) Nothing in subsection (A) of this section shall affect any party's right to initial legal action in an appropriate forum in order to resolve a dispute arising under this MOA.

Section 7 – Termination, Amendment and Periodic Review.

(A) This MOA may be terminated or amended at any time by written agreement of SCF and ANTHC.

(B) At such time as either SCF or ANTHC takes over additional PSFAs at ANMC or ANPCC from the other, whether under purchase agreements or by the retrocession of a PSFA by either SCF or ANTHC and related contracting of that PSFA by the other, this MOA shall be amended to appropriately adjust the sharing of generated revenues, proportionate to the additional PSFAs being assumed by SCF or ANTHC.

(C) The allocation of revenues in this MOA shall be reviewed periodically, as necessary, to determine whether the MOA creates substantial and gross inequities in funding levels. If the MOA does create substantial and gross inequities in funding levels, the parties agree to negotiate in good faith an amendment to this MOA.

Section 8 – Effective Date.

October 1, 2012.

By signing below, the parties hereto agree to be bound by the terms of the MOA, as amended and restated herein.

Dated: 5-21-2013

SOUTHCENTRAL FOUNDATION

By: _____
Katherine Gottlieb, President/CEO

Dated: 5/22/13

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

By: _____

COOPERATIVE AGREEMENT FOR FY99 STAFFING PACKAGE FUNDS FOR RURAL ANCHORAGE SERVICE UNIT BETWEEN THE ALASKA NATIVE TRIBAL HEALTH CONSORTIUM AND SOUTHCENTRAL FOUNDATION

This Cooperative Agreement for FY99 Staffing Package Funds (Cooperative Agreement) is entered into by and between Alaska Native Tribal Health Consortium (ANTHC), an Alaska nonprofit corporation, and Southcentral Foundation (SCF), an Alaska nonprofit corporation. The purpose of this Cooperative Agreement is to describe how certain funds from the FY99 Staffing Package will be divided, jointly used, and administered by the parties to this Cooperative Agreement. ANTHC and SCF agree to use certain funds for the delivery of health services by and to Indians and Alaska Natives in the Anchorage Service Unit under ANTHC's and SCF's respective Annual Funding Agreements under the Alaska Tribal Health Compact.

WHEREAS, the ANTHC and SCF have reached agreement on the division of funds in the FY99 Staffing Package and the process to follow to utilize certain specified funding for the benefit of the rural Anchorage Service Unit;

WHEREAS, to ensure the efficient and effective delivery of health services for the rural Anchorage Service Unit by the parties to this Cooperative Agreement, it is the desire of the parties to this Cooperative Agreement that funding from the FY 99 Staffing Package be divided between the parties and thereafter utilized as specified herein; and

WHEREAS, the parties hereto are willing to enter into a system of shared responsibility in which the funding is placed in a jointly managed account to be overseen with the joint approval of both ANTHC and SCF;

NOW THEREFORE the ANTHC and SCF hereby agree to the terms of this Cooperative Agreement as follows:

1. FUNDING.

(A) OVERALL FUNDING.

The parties agree that the overall funding distribution for the FY99 Staffing Package shall be divided as follows:

(1) For ANTHC $6,385,160 which is composed of:

(a) $1,000,000 for rural Anchorage Service Unit patient travel;
(b) $2,250,000 for the rural ASU programs; and
(c) $3,135,160 for the ANMC programs.

(2) For SCF, $4,680,840 which is composed of:

(a) $2,250,000 for the Rural ASU; and
(b) $2,430,840 for SCF's urban Anchorage primary care program.

(B) RURAL ASU FUNDING.

The $4,500,000 allocated for the rural ASU programs shall be held in a separate, independent account under the joint control of SCF and ANTHC.

(C) CHANGES IN FUNDING LEVEL.

If the full amount of $11,066,000 for the FY99 in Staffing Packages is not made available to the parties hereto, the amounts provided herein shall be adjusted through the mutual agreement of the parties hereto to reflect the funds actually provided.

2. POOLED ACCOUNT.

(A) An interest bearing joint account shall be established for the rural ASU programs requiring joint approval of the parties for the use of the $4.5 million or the adjusted amount under Section 1(C). SCF and ANTHC shall each annually contribute $2,250,000 to this account, or such other equal amounts as may be required if the full $11,066,000 is not provided by IHS as explained in Section 1(C) above.

(B) The CEO of SCF and the CEO of ANTHC (or their designees) must both agree to any and all expenditures from the funds in this account. Expenditures from this account shall be limited to expenditures for primary care services for the benefit of the rural Anchorage Service Unit.

(C) Any interest generated from this account, as well as any unexpended funds remaining at the end of each year, shall remain in that account and used for the purposes allowed herein.

3. ALLOCATION OF FUNDS FOR THE RURAL ANCHORAGE SERVICE UNIT.

The CEO of SCF and CEO of ANTHC shall consider the recommendations of the Village Services Management Team, the Anchorage Service Unit Tribal Health Council, and independent ASU tribes and tribal organizations before rendering decisions about budget allocations and the award of subagreements. The standard sub-award agreement and the process and procedures to be followed will be developed jointly and approved by the parties and provided to the qualified tribes and tribal organizations in the rural Anchorage Service Unit on or before March 1, 1999.

4. PROVISION OF SUBAWARDS.

Opportunities for subawards for provision of services hereunder shall be provided on terms to be negotiated between the parties. Subawards may only be entered into with tribes and tribal organizations in the rural Anchorage Service Unit that have existing contracts or annual funding agreements with the IHS under P.L.93-638, as amended. A model form agreement, as provided for in section 3 of this Cooperative Agreement, shall be utilized by the parties for each such agreement.

5. CONDITION OF SUBAWARDS.

(A) All subawards shall include clear and specific scopes of services to be provided, adequate quality assurance systems, outcome measures to which the provider shall be held, indemnification provisions, and shall be subject to review at any time by the ANTHC and SCF to assure compliance with the requirements of the agreement.

(B) Each subaward shall be for a defined period of time not to exceed two years, with the opportunity for renewal. Renewal shall be subject to the approval of both SCF and ANTHC and shall be dependent on the continued availability of IHS funding and the successful performance of the subawardee in carrying out the subaward during the previous term of the subaward.

6. OTHER MEANS FOR PROVISION OF SERVICES.

The parties hereto may provide services to the rural Anchorage Service Unit themselves through their own providers, or through such contractual or other means as appropriate and, as mutually agreed, funds may be paid to SCF or the ANTHC for this purpose. In addition, any such means must be consistent with the terms of Section 8.

7. REVIEW OF THIS AGREEMENT.

This Cooperative Agreement shall be reviewed every two years and may be amended in writing or terminated with the mutual consent of the parties.

8. APPLICABILITY OF SCF/ANTHC ASSURANCES AND THE FTCA.

Services to be delivered under this Agreement shall be in accordance with the assurances between SCF and ANTHC, i.e. the provider of a given service shall be given the first opportunity to provide the service and the ANTHC and SCF will not create duplicative or competing programs. Likewise, the services delivered hereunder shall be covered by the Federal Tort Claims Act provisions in the parties' respective Annual Funding Agreements with IHS and in the Alaska Tribal Health Compact.

9. DISPUTES.

(A) If a dispute should arise over the terms of this Cooperative Agreement that the parties are unable to resolve between themselves, the representatives of the two parties shall meet in a formal joint conference session to attempt to resolve the issue(s) at hand.

(B) If the issue(s) cannot be resolved through such a joint conference session, either party may require the dispute to be submitted to third party mediation. For the purposes of this Cooperative Agreement, "third party mediation" means a form of mediation where SCF and ANTHC jointly nominate a third party who is not employed by or significantly involved with SCF or ANTHC to serve as a third party mediator to mediate disputes under this Cooperative Agreement.

(C) Nothing in this section shall affect either party's right to initiate legal action in a court of competent jurisdiction in order to resolve a dispute arising under this Cooperative Agreement. The parties agree that neither the discussions or any recommendations in the formal joint conference session nor the discussions and results of the third party mediation shall be admissible in any legal proceedings and that those proceedings shall be de novo proceedings on the matter in dispute.

10. ACTIONS TO ENFORCE AGREEMENT.

If either party to this Cooperative Agreement resorts to a contract action to enforce or interpret any provision of this Cooperative Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled.

This Cooperative Agreement is entered into by the parties on the dates set forth below.

Dated: Dec 18, 1998

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

By: [signature]

Dated: Dec 18, 1998

SOUTHCENTRAL FOUNDATION

By: [signature]

Project Pool Support Agreement
between
The Alaska Native Tribal Health Consortium
and
Southcentral Foundation

I. Introduction

This Project Pool Support Agreement ("Agreement") is entered into by and between the Alaska Native Tribal Health Consortium ("ANTHC") and Southcentral Foundation ("SCF" or "Co-Signer") for the purpose of describing the terms and conditions under which Co-Signer will pay its proportionate share of the Maintenance and Improvement ("M&I") Project Pool's Small Clinic and Deep Look Survey Set Asides. This Agreement implements Section 3.1.6.2.1 of the Funding Agreement between ANTHC and the Secretary of Health and Human Services, including without limitation its Appendix M, "*ANTHC M&I Competitive Project Pool Exit/Re-entry Process*," dated October 1, 2005, which is hereby incorporated into this Agreement by this reference.

II. Background

ANTHC distributes funds to tribes and tribal organizations for eligible M&I projects and assessments from the M&I project pool it administers under the Indian Self-Determination and Education Assistance Act and Section 325 of Public Law 105-83, and in accordance with its Funding Agreement, to include Appendix M. The M & I Project Pool has three components: (1) the Competitive Pool; (2) the small clinic set aside; and (3) the facility assessment ("Deep Look") survey set aside.

Co-Signers with tribally owned eligible facilities may opt out of participation in the Competitive Pool segment of the M&I Project Pool with respect to those facilities, provided that they enter into a Project Pool Agreement with ANTHC to (1) participate in maintaining adequate set asides for facility condition assessments and small clinic subsidies by paying their proportionate amount of the set asides, (2) pay all project funds received in excess of 110% of their proportionate amount of pool contributions, and (3) include assurances to comply with applicable NEPA requirements in their Funding Agreement with IHS.

This Agreement recognizes that effective in FY 2006, Co-Signer exercised its option not to participate in the Competitive Pool, and, to date, in the absence of a Project Pool Support Agreement between the parties, has not participated in funding the Project Pool set asides for the small clinic subsidy or the facility assessments.

NOW THEREFORE, Co-Signer and ANTHC hereby agree for the purposes of this Agreement to carry out the obligations and responsibilities set forth below:

III. Agreement Regarding Responsibilities of ANTHC and Co-Signer

A. **Co-Signer's Competitive Pool Participation.** Co-Signer has opted out of the Competitive Pool with respect to all of its tribally owned facilities, identified on **Attachment "A"**, attached hereto and incorporated herein by this reference.[1] M&I eligible federally owned facilities operated by Co-Signer continue to be part of the Competitive Pool and are eligible for M&I Project Pool funding.

B. **Competitive Pool Payback.** Co-Signer's historical Project Pool contributions and disbursements for the period between and including FY 1994 and FY 2005 are summarized and set out in **Attachment "B"**, attached hereto and incorporated herein by this reference. This amount is final and not subject to adjustment in subsequent years, except to update Project Summary Document estimated costs to reflect actual costs for open projects. Because Co-Signer has not received project funding in excess of 110% of its historical contributions to the pool, Co-Signer does not have a Competitive Pool Payback obligation.

C. **Project Pool Support Agreement.**

1. **Small Clinic Set Aside.** For the duration of this Agreement, Co-Signer will pay ANTHC its annual proportionate share of the small clinic set aside. Co-Signer and ANTHC agree that Co-Signer's share of the small clinic subsidy will be calculated for each fiscal year as described in Appendix M. Co-Signer will also pay ANTHC its annual proportionate share of the small clinic set aside for the years FY 2007 through FY 2011 as calculated at **Attachment "C"** (which includes a calculation summary table and IHS Alaska Area M&I distribution tables), attached hereto and incorporated herein by this reference.

2. **Deep Look Survey Set Aside.** For the duration of this Agreement, Co-Signer will pay ANTHC its annual proportionate share of the "deep look survey" (facility assessment) set asides. Co-Signer and ANTHC agree that Co-Signer's share of the Deep Look Survey Set Aside will be calculated for each fiscal year as described in Appendix M. Co-Signer will also pay ANTHC its annual proportionate share of the small clinic set aside for the years FY 2007 through FY 2011 as calculated at **Attachment "C"**.

3. **Invoicing and Payment.** ANTHC will invoice Co-Signer for the amounts due to ANTHC under this Agreement. Payment will be due from Co-Signer within thirty (30) days of the date on which the invoice is received. All payments past due will be assessed a monthly interest rate of one (1) percent.

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[1] Building Number 0006 is a Federal facility even though indicated as Tribally owned in attachment A.

4. **Mutual Assurances.** ANTHC hereby assures Co-Signer that it will not propose or otherwise make any changes within its control to ANTHC's FA that would alter materially the terms of the Project Pool Support Agreement without Co-Signer's concurrence. Co-Signer hereby assures ANTHC that it will not propose or otherwise make changes to its FA that would alter materially the terms of the Project Pool Support Agreement or terms of its participation in the M & I Pool. Co-Signer further assures ANTHC that its current Funding Agreement with the IHS includes adequate assurances to comply with applicable NEPA requirements.

D. **Re-entry into the Competitive Pool.** Co-Signer will notify ANTHC and AANHS in writing by April 10 if it intends to re-enter the Competitive Pool for its tribally owned facilities for the following fiscal year. The notification must meet the requirements described in Appendix M.

IV. Principal Points of Contact

The principal individuals responsible for coordination of activities between ANTHC and Co-Signer with respect to this Agreement are as follows:

Alaska Native Tribal Health Consortium
Steve Weaver, Senior Director, DEHE
1901 Bragaw Street, Suite 200
Anchorage, AK 99508

Southcentral Foundation
Lee Olson
Vice President, Finance
4501 Diplomacy Drive
Anchorage, AK 99508

Either party may change its principal point of contact or address for Notice from time to time by so notifying the other in writing.

VI. Effective Date and Term of Agreement

This Agreement shall become effective on the date it has been executed by both parties as noted below ("Effective Date") and shall continue for an initial term of five years, unless terminated earlier pursuant to Section VII, below. ANTHC and Co-Signer will review the Agreement by March 15th each year to determine the need for its renewal, amendment or termination. Unless the parties agree to modify this Agreement, or the Co-Signer exercises its option to reenter the

Competitive Pool under Section III.D, above, it will be deemed renewed in one year increments. For purposes of the funding obligations under Section III, above, this Agreement shall have retroactive effect from the commencement of FY 2006.

VII. Termination

A. **Immediate Termination** This Agreement may be immediately terminated on the occurrence of any of the following events: (1) termination of the corporate existence of either party; (2) the sale of all or substantially all of the assets of either party; or (3) the mutual written consent of both parties.

B. **Termination in Case of Default** If either party fails, refuses, or is unable to satisfactorily carry out its obligations under any term of this Agreement, or is in default of or breaches any term of this Agreement, that party shall be considered to be in default of this Agreement and the following procedure shall be followed: The party claiming the default shall notify the defaulting party immediately in writing of such default. If the defaulting party shall fail to remedy such default within thirty (30) days after receipt of such notice, or if the defaulting party shall fail to commence to remedy such default within such thirty (30) day notice period where such default is not capable of being cured within such thirty (30) day period, then by written notice of the party claiming default to the defaulting party, this Agreement may be terminated on the date specified in such notice. The obligation to pay monies due under this Agreement, if any, shall survive termination of this Agreement. Since fulfillment of this Agreement is a prerequisite for opting out of the Competitive Pool, ANTHC will notify the Area Office of material non-compliance.

VIII. Amendment/Modification

Co-Signer and ANTHC agree to discuss and negotiate in good faith any modifications or amendments that may be necessary due to changes in the law, their respective Funding Agreements, Appendix M, federal policies or methodologies that could have a significant effect on the underlying assumptions of Section 3.1.6.2.1 or Appendix M; or Co-Signer's decision to resume participation in the Competitive Pool. No amendment or modification of this Agreement shall be valid unless made in writing and duly executed by both parties.

IX. Waiver

No provision of this Agreement may be waived unless such waiver is set forth in writing. Either party's failure to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Agreement.

X. Issue and Dispute Resolution

A. **Duty to Seek Informal Resolution** ANTHC and Co-Signer agree to work cooperatively and proactively to identify and resolve issues and disputes. Prior to seeking administrative or judicial relief, they will discuss the issues in dispute and make a good faith

attempt to resolve their differences through alternative dispute resolution processes, such as facilitated or mediated discussions. Nothing herein shall be construed to limit either party from seeking legal or equitable relief should that party determine that good faith efforts at informal dispute resolution are fruitless.

B. Governing Law, Jurisdiction and Venue

Disputes arising under this Agreement shall be governed, construed and enforced in accordance with applicable law, provided, however, nothing in this provision will be construed to limit or in any way prejudice either party's claim to protection from suit based on Public Law 101-512, section 314, as amended, or other common law immunities. Any civil action arising from this Agreement will be brought in the Federal District Court, Anchorage, Alaska if it has jurisdiction over at least one of the claims. Otherwise, it will be brought in the Third Judicial District of the State of Alaska. The prevailing party shall be entitled to reimbursements of its reasonable costs, expenses and attorney fees, as provided by applicable law.

XI. General Provisions

A. Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such provisions shall be interpreted to the fullest extent possible to be valid and effective to effectuate the intent of the parties, and the remaining provisions of this Agreement shall continue in full force and effect. This Agreement has been negotiated by the parties and their respective legal counsel, and the parties expressly intend and agree that any legal or equitable principles that might require the construction of this Agreement or any provision of it against the party drafting the Agreement shall not apply in the construction or interpretation of this Agreement.

B. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether written or oral, express or implied, concerning such matters.

C. No Partnership/Third Party Beneficiaries

Nothing in this Agreement shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

D. Assignment

Neither party may assign this Agreement or any interest in it another individual or entity except with the prior written consent of the other party.

E. Captions/Headings

Any captions or headings used in this Agreement are for convenience of reference only and shall not be construed as part of the Agreement.

XII. Signatures

The undersigned individuals have executed this Agreement as of the date(s) indicated below and each represents and warrants that he or she is fully authorized to do so and to bind the respective party for the purposes provided herein.

SOUTHCENTRAL FOUNDATION

Katherine Gottlieb
President/CEO
Date: 3-27-2012

ALASKA NATIVE TRIBAL HEALTH CONSORTIUM

Roald Helgesen
Chief Executive Officer
Date: 3/9/2012

ATTACHMENT "A"

COMPLETE LIST OF CO-SIGNER'S TRIBALLY OWNED FACILITIES

Current M&I and Equipment Data

Area: Alaska

Funds Manager: SOUTHCENTRAL FOUNDATION

Self Governance Entity: ALASKA NATIVE TRIBAL HEALTH CON

03136--NIKOLAI VBC

NIKOLAI, ALASKA

Real Property Information									Funds Mgr			M&I Information									Biomedical Equipment Information										
Building Number	Transaction	Facility Description	Space (SM) Orig.	%	Prog.	Qtrs	Owner	Operation	M&I	Equip	Elig SG	M&I Elig	% Sup	SM Sup	Const Type	Intensity	Local Index	Repl Cost	Univ of OK Formula	Eq Elig	% Sup	SM Sup	A R	S U	F A	Hosp Adm's	IPDs	OPVs	CHAP	Est Eq Allocation
None	N	Other Institutional--Outpatient Clinic, Limited Staff, VBC	48	1.00	48	4	OTHR	VBC	53	03	413	N	1.00	0	0.0110	1.00	1.67	2,476	LIVE DATA	Y	1.00	48	35	31	65	0	0	0	0	LIVE DATA

03136 - NIKOLAI VBC — 48 SM of Program Space — 0 SM of M&I Space — 48 SM of Equip Space

03168--TAKOTNA VBC

TAKOTNA, ALASKA

Real Property Information									Funds Mgr			M&I Information									Biomedical Equipment Information										
Building Number	Transaction	Facility Description	Space (SM) Orig.	%	Prog.	Qtrs	Owner	Operation	M&I	Equip	Elig SG	M&I Elig	% Sup	SM Sup	Const Type	Intensity	Local Index	Repl Cost	Univ of OK Formula	Eq Elig	% Sup	SM Sup	A R	S U	F A	Hosp Adm's	IPDs	OPVs	CHAP	Est Eq Allocation
None	N	Other Institutional--Outpatient Clinic, Limited Staff, VBC	62	1.00	62	4	OTHR	VBC	53	53	413	N	1.00	0	0.0110	1.00	1.67	2,476	LIVE DATA	Y	1.00	62	35	31	44	0	0	0	0	LIVE DATA

03168 - TAKOTNA VBC — 62 SM of Program Space — 0 SM of M&I Space — 62 SM of Equip Space

03374--Southcentral Foundation Bldg

ANCHORAGE, ALASKA

Real Property Information									Funds Mgr			M&I Information									Biomedical Equipment Information										
Building Number	Transaction	Facility Description	Space (SM) Orig.	%	Prog.	Qtrs	Owner	Operation	M&I	Equip	Elig SG	M&I Elig	% Sup	SM Sup	Const Type	Intensity	Local Index	Repl Cost	Univ of OK Formula	Eq Elig	% Sup	SM Sup	A R	S U	F A	Hosp Adm's	IPDs	OPVs	CHAP	Est Eq Allocation
None	N	Other Institutional--Health Center, Full Serv, 40 hrs or more	8,415	1.00	8,415	0	OTHR	638V	53	53	413	N	0.00	0	0.0110	1.00	1.27	2,476	LIVE DATA	N	0.00	0				0	0	0	0	LIVE DATA

03374 - Southcentral Foundation Bldg — 8,415 SM of Program Space — 0 SM of M&I Space — 0 SM of Equip Space

AK016--SOUTHCENTRAL PRIMARY CARE CTR

ANCHORAGE, ALASKA

Real Property Information									Funds Mgr			M&I Information									Biomedical Equipment Information										
Building Number	Transaction	Facility Description	Space (SM) Orig.	%	Prog.	Qtrs	Owner	Operation	M&I	Equip	Elig SG	M&I Elig	% Sup	SM Sup	Const Type	Intensity	Local Index	Repl Cost	Univ of OK Formula	Eq Elig	% Sup	SM Sup	A R	S U	F A	Hosp Adm's	IPDs	OPVs	CHAP	Est Eq Allocation
0001	N	Other Institutional--Health Center, Full Serv, 40 hrs or more	8,782	1.00	8,782	4	TRIB	638V	53	53	413	Y	1.00	8,782	0.0110	1.00	1.27	2,476	LIVE DATA	Y	1.00	8,782	35	31	35	0	0	0	0	LIVE DATA
A0001	N	Other Institutional--Health Center, Full Serv, 40 hrs or more	7,367	1.00	7,367	4	TRIB	638V	53	53	53	Y	1.00	7,367	0.0110	1.00	1.27	2,476	LIVE DATA	Y	1.00	7,367				0	0	0	0	LIVE DATA

AK016 - SOUTHCENTRAL PRIMARY CARE CTR — 16,149 SM of Program Space — 16,149 SM of M&I Space — 16,149 SM of Equip Space

Should indicate Federal Property not Tribal Ownership

LIVE DATA
Date Printed: Friday, October 28, 2011 10:16 AM

Current M&I and Equipment Data

AK019--SOUTHCENTRAL HEALTH FACILITIES — ANCHORAGE, ALASKA

Real Property Information										Funds Mgr			M&I Information								Biomedical Equipment Information										
Building Number	Transaction	Facility Description	Space (SM) Orig.	%	Prog.	Qtrs	Owner	Operation		M&I	Equip	Elig SG	M&I Elig	% Sup	SM Sup	Const Type	Intensity	Local Index	Repl Cost	Univ of OK Formula	Eq Elig	% Sup	SM Sup	A R	S U	F A	Hosp Adm's	IPDs	OPVs	CHAP	Est Eq Allocation
00016	N	Office--General, Admin Building	1,338	1.00	1,338	4	TRIB	NONE		53	53	413	Y	1.00	1,338	0.0110	1.00	1.27	900	LIVE DATA	Y	1.00	1,338				0	0	0	0	LIVE DATA
0004	N	Office--General, Admin Building	2,392	1.00	2,392	4	TRIB	638V		53	53	413	Y	1.00	2,392	0.0175	1.00	1.27	900	LIVE DATA	Y	1.00	2,392				0	0	0	0	LIVE DATA
0006	N	Office--Counseling, Mental Health	586	1.00	586	4	TRIB	638V		53	53	413	Y	1.00	586	0.0175	1.00	1.27	900	LIVE DATA	Y	1.00	586				0	0	0	0	LIVE DATA
0007	N	Other Institutional--Health Station, School Related	2,314	0.83	1,921	4	TRIB	638V		53	53	413	Y	1.00	1,921	0.0175	1.00	1.27	2,476	LIVE DATA	Y	1.00	1,921				0	0	0	0	LIVE DATA
0009	N	Other Institutional--Outpatient Clinic, Dental Clinic	4,307	1.00	4,307	4	TRIB	638V		53	53	413	Y	1.00	4,307	0.0110	1.00	1.27	2,476	LIVE DATA	Y	1.00	4,307				0	0	0	0	LIVE DATA
0010	N	Office--General, Admin Building	1,256	1.00	1,256	4	TRIB	638V		53	53	413	Y	1.00	1,256	0.0110	1.00	1.27	900	LIVE DATA	Y	1.00	1,256				0	0	0	0	LIVE DATA
0011	N	Other Institutional--ASAP - Group Home	402	1.00	402	4	TRIB	638V		53	53	413	Y	1.00	402	0.0110	1.00	1.27	2,476	LIVE DATA	Y	1.00	402				0	0	0	0	LIVE DATA
0014	N	Other Institutional--Health Station, School Related	105	1.00	105	4	TRIB	638V		53	53	413	Y	1.00	105	0.0110	1.00	1.27	2,476	LIVE DATA	Y	1.00	105				0	0	0	0	LIVE DATA
0015	N	Office--General, Admin Building	507	1.00	507	4	TRIB	638V		53	53	413	Y	1.00	507	0.0110	1.00	1.27	900	LIVE DATA	Y	1.00	507				0	0	0	0	LIVE DATA
0016	N	Office--Counseling, Mental Health	598	1.00	598	4	TRIB	638V		53	53	1	Y	1.00	598	0.0175	1.00	1.27	900	LIVE DATA	Y	1.00	598				0	0	0	0	LIVE DATA
0019	N	Office--General, Admin Building	1,106	1.00	1,106	4	TRIB	638V		53	53	1	Y	1.00	1,106	0.0175	1.00	1.27	900	LIVE DATA	Y	1.00	1,106				0	0	0	0	LIVE DATA
0020	N	Other Institutional--ASAP - Group Home	937	0.70	656	4	TRIB	638V		53	53	413	Y	1.00	656	0.0175	1.50	1.27	2,476	LIVE DATA	Y	1.00	656				0	0	0	0	LIVE DATA
0020	N	Storage--General	997	1.00	997	4	TRIB	638V		53	53	413	Y	1.00	997	0.0175	0.25	1.27	900	LIVE DATA	Y	1.00	997				0	0	0	0	LIVE DATA
A0009	N	Storage--General	512	1.00	512	4	TRIB	638V		53	53	413	Y	1.00	512	0.0110	0.25	1.27	900	LIVE DATA	Y	1.00	512				0	0	0	0	LIVE DATA
A0014	N	Office--General, Admin Building	135	0.38	51	4	TRIB	638V		53	53	413	Y	1.00	51	0.0110	1.00	1.27	900	LIVE DATA	Y	1.00	51				0	0	0	0	LIVE DATA
A0015	N	Office--General, Admin Building	290	1.00	290	4	TRIB	638V		53	53	413	Y	1.00	290	0.0110	1.00	1.27	900	LIVE DATA	Y	1.00	290				0	0	0	0	LIVE DATA
A0017	N	Office--General, Admin Building	3,308	0.88	2,922	4	TRIB	638V		53	53	413	Y	1.00	2,922	0.0110	1.00	1.27	900	LIVE DATA	Y	1.00	2,922				0	0	0	0	LIVE DATA

AK019 - SOUTHCENTRAL HEALTH FACILITIES — 19,946 SM of Program Space — 19,946 SM of M&I Space — 19,946 SM of Equip Space

AK062--ILLIAMNA SUBREGIONAL CLINIC — ILLIAMNA, ALASKA

Real Property Information									Funds Mgr			M&I Information								Biomedical Equipment Information										
Building Number	Transaction	Facility Description	Space (SM) Orig.	%	Prog.	Qtrs	Owner	Operation	M&I	Equip	Elig SG	M&I Elig	% Sup	SM Sup	Const Type	Intensity	Local Index	Repl Cost	Univ of OK Formula	Eq Elig	% Sup	SM Sup	A R	S U	F A	Hosp Adm's	IPDs	OPVs	CHAP	Est Eq Allocation
00001	N	Other Institutional--Health Center, Full Serv, 40 hrs or more	827	1.00	827	4	TRIB	638V	53	53	413	Y	1.00	827	0.0110	1.00	1.80	2,476	LIVE DATA	Y	1.00	827	35	31	15			1,344	0	LIVE DATA

AK062 - ILLIAMNA SUBREGIONAL CLINIC — 827 SM of Program Space — 827 SM of M&I Space — 827 SM of Equip Space

ATTACHMENT "B"

CO-SIGNER'S HISTORICAL PROJECT POOL CONTRIBUTIONS AND DISBURSEMENTS FOR THE PERIOD BETWEEN AND INCLUDING FY 1994 AND FY 2005

Alaska
M&I Summary FY94 through FY05

13-Feb-06

A	B	C [2]	D	E [1]	F	G	H
	Organization	Total Pool Contribution	% Contr (C/∑C)	Total Pool Award/ Distribution	% Awrd/ Dist (E/∑E)	Difference (E-C)	Payback with Allowance 10%
1	Area-Wide	$ -	0.0%	$ 2,641,618	4.0%	$ 2,641,618	$ 2,641,618
2	ANMC (Federal)	$ 18,101,004	27.5%	$ 3,273,918	5.0%	$ (14,827,086)	$ 0
3	ASNA (Federal)	$ 4,078,132	6.2%	$ 4,994,746	7.6%	$ 916,614	$ 508,601
4	BBAHC	$ 6,464,436	9.8%	$ 9,921,906	15.1%	$ 3,457,470	$ 2,811,027
4a	BBAHC Tribal	$ 556,632	0.8%	$ -	0.0%	$ (556,632)	$ 0
4b	BBAHC Federal[4]	$ 5,907,804	9.0%	$ 9,921,906	15.1%	$ 4,014,302	$ 2,811,027
5	MHC	$ 7,015,481	10.7%	$ 1,739,790	2.6%	$ (5,275,691)	$ 0
5a	MHC Tribal	$ 587,357	0.9%	$ 541,420	0.8%	$ (45,937)	$ 0
5b	MHC Federal	$ 6,428,124	9.8%	$ 1,198,370	1.8%	$ (5,229,754)	$ 0
7	NSHC (Tribal)	$ 4,219,807	6.4%	$ 8,598,593	13.1%	$ 4,376,786	$ 3,954,805
6	SEARHC	$ 8,551,249	13.0%	$ 12,408,654	18.9%	$ 3,857,405	$ 3,002,280
6a	SEARHC Tribal	$ 1,045,067	1.6%	$ 1,075,790	1.6%	$ 30,723	$ 0
6b	SEARHC Federal	$ 7,506,183	11.4%	$ 11,332,864	17.2%	$ 3,826,682	$ 3,076,063
8	YKHC	$ 10,337,834	15.7%	$ 15,864,526	24.1%	$ 5,526,692	$ 4,492,909
8a	YKHC Tribal	$ 4,533,303	6.9%	$ 112,899	0.2%	$ (4,420,404)	$ 0
8b	YKHC Federal[4]	$ 5,804,530	8.8%	$ 15,751,627	23.9%	$ 9,947,096	$ 4,492,909
9	SCF	$ 2,108,572	3.2%	$ 2,519,439	3.8%	$ 410,866	$ 200,009
9a	SCF Tribal	$ 2,027,663	3.1%	$ 2,125,876	3.2%	$ 98,213	$ 0
9b	SCF Federal[3,4]	$ 80,910	0.1%	$ 393,563	0.6%	$ 312,653	$ 200,009
10	APIA (Other)	$ 715,934	1.1%	$ 1,273,156	1.9%	$ 557,223	$ 465,629
11	AISU-MIC (Tribal)	$ 558,087	0.8%	$ 557,304	0.8%	$ (783)	$ 0
12	CRNA (Tribal)	$ 177,242	0.3%	$ 303,970	0.5%	$ 126,728	$ 109,004
13	CHUGACHMIUT (Tribal)	$ 327,625	0.5%	$ 305,379	0.5%	$ (22,246)	$ 0
14	EAT (Tribal)	$ 26,369	0.0%	$ -	0.0%	$ (26,369)	$ 0
15	KIC (Tribal)	$ 431,497	0.7%	$ 327,139	0.5%	$ (104,358)	$ 0
16	KANA (Tribal)	$ 787,810	1.2%	$ 192,990	0.3%	$ (594,820)	$ 0
17	SVT (Tribal)	$ 4,710	0.0%	$ -	0.0%	$ (4,710)	$ 0
18	TCC (Tribal)	$ 1,245,153	1.9%	$ 427,280	0.6%	$ (817,873)	$ 0
19	TTC (Federal)	$ 664,023	1.0%	$ 469,609	0.7%	$ (194,414)	$ 0
20	VNT (Tribal)	$ 3,051	0.0%	$ -	0.0%	$ (3,051)	$ 0
	Clinic sub-total (10-20)	$ 4,941,501	7.5%	$ 3,856,827	5.9%	$ (1,084,674)	
	Total	$ 65,818,017	100%	$ 65,818,017	100%	$ -	

[1]Sum of transferred amount unless the transfer has not occurred then the funded amount is used. Environmental funds are subtracted for projects after FY99.
[2]Total Pool Contribution includes additional IHS funding prorated by the "% Contr"
[3]Assume SCF acquired federal facility in FY99
[4] Assumes Tribal Facilty taken out of the pool first. Adjusted to include remaining tribal facilty allowance credit.

M&I Funding Amounts

FY	Organization	Routine	% (Routine/ ∑Routine)	BEMAR	Non-Routine	Pool Contribution	OK Formula	OK + BEMAR	Misc
1994	SCF					$ 27,885			
1994	SCF Tribal		0.8%			$ 27,885			
1994	SCF Federal		0.0%			$ -			
1995	SCF					$ 17,036			
1995	SCF Tribal		0.8%			$ 17,036			
1995	SCF Federal		0.0%			$ -			
1996	SCF					$ 39,958			
1996	SCF Tribal	$ 20,757	0.8%	$ 19,201	$ 20,757	$ 39,958	This data came from Working Board Appr		
1996	SCF Federal	$ -	0.0%	$ -	$ -	$ -	This data came from Working Board Appr		
1997	SCF					$ 66,254			
1997	SCF Tribal	$ 33,932	1.3%	$ 32,322	$ 33,932	$ 66,254	$ 13,175		
1997	SCF Federal	$ -	0.0%	$ -	$ -	$ -			
1998	SCF					$ 111,800			
1998	SCF Tribal	$ 71,134	2.4%	$ 40,666	$ 71,134	$ 111,800			
1998	SCF Federal	$ -			$ -	$ -			
1999	SCF					$ 136,142			
1999	SCF Tribal	$ 66,236	2.2%	$ 63,215	$ 66,236	$ 129,451			93.71%
1999	SCF Federal	$ 4,447	0.1%	$ 4,244	$ 4,447	$ 8,691			6.29%
2000	SCF					$ 208,977			
2000	SCF Tribal	$ 66,246	2.0%	$ 129,585	$ 66,246	$ 195,830			93.71%
2000	SCF Federal	$ 4,447	0.1%	$ 8,700	$ 4,447	$ 13,147			6.29%
2001	SCF					$ 241,750			
2001	SCF Tribal	$ 94,919	2.8%	$ 131,623	$ 94,919	$ 226,541			93.71%
2001	SCF Federal	$ 6,372	0.2%	$ 8,837	$ 6,372	$ 15,209			6.29%
2002	SCF					$ 343,908			
2002	SCF Tribal	$ 173,006	5.0%	$ 149,266	$ 173,006	$ 322,272	$ 169,802	$ 287,524	306,627
2002	SCF Federal	$ 11,615	0.3%	$ 10,021	$ 11,615	$ 21,636	$ 12,742	$ 19,303	6.29%
2003	SCF					$ 568,726			
2003	SCF Tribal	$ 249,842	6.9%	$ 315,189	$ 249,842	$ 565,032		$ 814,874	$ 820,202
2003	SCF Federal	$ 1,634	0.0%	$ 2,061	$ 1,634	$ 3,694		$ 5,328	0.65%
2004	SCF					$ 290,779			
2004	SCF Tribal	$ 280,024	7.5%	$ 283,537	$ 280,024	$ 283,537		$ 843,565	$ 865,133
2004	SCF Federal	$ 7,153	0.2%	$ 7,242	$ 7,153	$ 7,242		$ 21,548	2.49%
2005	SCF	$ 297,361	7.8%	$ 311,059	$ 297,361	$ 12,178		$ 905,782	$ 927,588
2005	SCF Tribal	$ 7,159	0.2%	$ 7,469	$ 7,159	$ 7,469		$ 21,806	2.35%
2005	SCF Federal	$ 4,483	0.1%	$ 4,689	$ 4,483	$ 4,689		$ 13,655	
2	TOTAL	$ 700,394		$ 764,472	$ 700,384	$ 2,067,393	$ 107,860	$ 1,466,703	

ADDENDUM

Memorialization of PFSAs Historically Provided by ANMC and AANHS

SCF has historically received certain PFSAs from ANMC and the Alaska Area Native Health Service (AANHS). Responsibility for these PFSAs have been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, SCF has listed in this addendum the PFSAs historically provided by ANMC and AANHS. The PFSAs listed in this addendum are taken from SCF's FY 1999 AFA. This addendum is attached to the present FA only for the purpose of identifying PFSAs historically received by SCF from ANMC and AANHS, and is specifically not made a part of the present FA.

ANMC historically provided the following services to SCF:

ANMC accepted all referrals of Alaska Natives and American Indians served by SCF, provided consultation to SCF physicians; pathology, radiology, laboratory, pharmacy, x-ray, and other support for Psychiatry, Women's Health, Pediatrics, and Family Medicine; payment of permanent change of station costs; similar support for Dentistry, Optometry, and other programs of SCF; and other primary, secondary and tertiary care services, at no lower level than that which had historically been provided to SCF when operating under a P.L. 93-638 Title I contract or under previous AFAs. All relationships with ANMC that had been established prior to the start of the Compact and all associated AFAs remained in effect, including mutual referrals between SCF and ANMC and mutual support in dental auxiliary staffing.

AANHS historically provided the following services to SCF:

AANHS provided consultation and technical support and services that had historically been provided to SCF when operating under a P.L. 93-638 Title I contract or Title III AFA. These included, but were not limited to, the following: Region X legal consultation; Engineering services (inclusive of maintenance and improvement for Federal facilities and projects); Office of Environmental Health Services and activities; Purchasing activities under GSA contracts; Administration and Management of IPA/MOAs; Business Office Functions related to Medicare/Medicaid and third party reimbursement; certain Contract Health Services including, but not limited to, dental, nutrition education and consultation services, as well as various program advice, coordinator support, and special project assistance in Maternal and Child Health, Community Health Representative Program, Behavioral Health, Health Promotion/Disease Prevention, Injury Prevention, and any discretionary funding that became available.

Funding Agreement
Between
Certain Alaska Native Tribes
Served by the
Tanana Chiefs Conference
and the Secretary of the Department of Health and Human Services
of the United States of America
for Fiscal Years 2023-2025

This Funding Agreement is entered into by and between certain Alaska Native Tribes, as indicated in the attached Exhibit A, served by the Tanana Chiefs Conference, and the Secretary of the Department of Health and Human Services of the United States of America. These Tribes have authorized the Tanana Chiefs Conference to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 -- Obligations of the Indian Health Service.

1.1 Generally. This Funding Agreement ("Agreement") obligates the Indian Health Service ("IHS") to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact ("Compact") between the Tanana Chiefs Conference ("TCC") and certain other Co-Signers thereof and the United States in Fiscal Years 2023-2025.

Under the authority of section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities ("PSFAs") of the Alaska Area Office and the Alaska Native Medical Center ("ANMC") have been transferred to tribal management.

Delivery of PSFAs will be consistent with each Co-Signer's Funding Agreement. IHS will remain responsible for performing all federal residual PSFAs. IHS will remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium ("ANTHC") and the Southcentral Foundation ("SCF") on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied with and take appropriate action. IHS will further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act ("Act"), and other applicable provisions of federal law.

In addition, although funds are provided from Headquarters and Area Office in support of this compact, IHS will continue to make available to TCC PSFAs from both Area Office and Headquarters, unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Agreement. In cases where a portion of the tribal share has been transferred, there may be a diminishment in the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS will be made in consultation with Alaska Tribes. The Indian Health Service PSFAs not negotiated into or listed in Appendix A remain the responsibility of IHS.[1]

The "Memorandum of Agreement describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service ("AANHS") reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and TCC will not be denied access to, or services from, Headquarters. Specifically, TCC will receive the following services from IHS Headquarters.

1.1.1 Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. TCC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to TCC. TCC's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.2 Information Services. IHS will provide the full range of Office of Information Technology ("OIT") national support to ANTHC and ANMC. OIT will provide specified services directly to TCC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC Funding Agreement. Upon request of ANTHC, after good faith efforts to resolve TCC's technical issue, OIT's support of TCC will include technical support needed on-site by TCC. A list of services due under this paragraph, with identification of method of delivery, is shown in Appendix F of this Agreement and incorporated by reference herein.

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[1] All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

1.1.3 Access to Training and Technical Assistance. To the extent funds are retained by IHS, TCC shall have access to training, continuing education, and technical assistance in the manner and to the same extent TCC would have received such services if it were not a Self-Governance Co-Signer.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.1.5 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners, as those terms are defined and used in the CHAPCB Standards and Procedures.

1.1.6 Access to Federal Insurance. IHS will assist TCC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available), and the procedures by which TCC may exercise its rights under Section 409 of the IHCIA to have access to such Federal insurance for its employees.

Section 2 – Obligations of the Co-Signer.

This Agreement obligates TCC to be responsible for and to provide the health PSFAs identified in Section 3 [Tribal Programs and Budget], using the resources transferred under this Agreement and other funds as they may become available to TCC. This Agreement authorizes TCC to consolidate and redesign PSFAs identified in Section 3 [Tribal Programs and Budget] as provided in the Indian Self-Determination and Education Assistance Act and the Compact.

Section 3 – Tribal Programs and Budget.

Subject to the availability of funding, TCC agrees to administer, provide, and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement throughout the TCC region. TCC may, in its discretion, consolidate or redesign programs or reallocate budget items listed in Appendix A, consistent with Title V of the Indian Self-Determination and Education Assistance Act. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of TCC at TCC's discretion. PSFAs may be delivered in a variety of settings, including, but not limited to, clinics, homes, schools, culture camps, and other community settings. For the purposes of this Agreement, TCC budget categories consolidate related PSFAs as listed. To the extent any Tribe that is a member of the Tanana Chiefs Conference has entered into a contract under Title I or a funding agreement under Title V of the

ISDEAA, TCC will not be obligated to provide any PSFA, or portion thereof, included in such contract or funding agreement; provided that TCC may provide services to such a Tribe, subject to the availability of resources. TCC's wide range of services are provided and facilitated directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-Signers, and Tribes giving resolutions of support to TCC for IHS services, including through field clinics, referral to ANMC, and other arrangements with Tribal health organizations. TCC is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services.

3.1 Clinical Care Services. TCC provides a broad range of health care services to prevent and treat disease and injury and, in conjunction with other health programs of TCC, to promote improvements in health status.

3.1.1 Generally. TCC provides comprehensive well person, emergency, urgent, acute and chronic care, preventive, and other health services. These services include, but are not limited to, family practice; internal medicine; obstetrics and gynecology (including participation in the Community Call System); general surgery; psychiatry; early periodic screening, diagnosis, and treatment of children and young adults; pediatrics, immunizations and vaccinations; family planning; specialized women's and men's screening and treatment services; geriatrics; pharmacy; infusion therapy; orthopedic services; laboratory and radiology; physical therapy; case management; dental; optometry; behavioral health; and other ancillary services.

3.1.2 Hospital Based Services. TCC provides outpatient and in-patient services at Fairbanks Memorial Hospital and TCC Ambulatory Surgery Center, including, but not limited to, obstetrics and gynecology, pediatrics, dentistry, endoscopy, general surgery, orthopedics, ear-nose-throat, ophthalmology, and psychiatry, through direct provision of services and through purchased services, and through referral to ANMC.

3.1.3 Itinerant and Village-Based Services.

3.1.3.1 Generally. TCC provides health services in the villages and communities through village and sub-regional clinics, community health aide program services, itinerant health care provider visits, cooperating with and supporting field clinics provided by ANMC and other specialists, cooperation with local providers when they are present in the villages, use of telehealth modalities (including telepharmacy, telecardiology, telephysical therapy, telebehavioral health and teleradiology), delivery of ancillary services through Chief Andrew Isaac Health Center ("CAIHC"), maintenance of health records, information management services, patient registration services and other support to assure fully integrated health care services and continuity of care.

3.1.3.2 Support of Other Tribal Health Providers. TCC provides services to support other tribal health care providers, including the Tanana Health Center, Fairbanks Native Association (FNA), and the Council of Athabascan Tribal Governments ("CATG"), which may include but is not limited to:

3.1.3.2.1 collaborative relationships with mid-level providers;

3.1.3.2.2 supervision of, standing orders for, consultative services for, and training of community health aides/practitioners, including dental health aide therapists and behavioral health aides/practitioners;

3.1.3.2.3 dental and optometry services and clinics;

3.1.3.2.4 individual prescriptions, laboratory services, and other services for patients ordered by TCC health providers or by tribal health providers for whom TCC performs such services;

3.1.3.2.5 pharmaceuticals and medical supplies;

3.1.3.2.6 biomedical services;

3.1.3.2.7 on-call and after-hours medical and behavioral health services;

3.1.3.2.8 telehealth, telepharmacy, and telebehavioral health;

3.1.3.2.9 environmental health services, including planning and design, emergency response, technical support, and training;

3.1.3.2.10 information systems and security;

3.1.3.2.11 training;

3.1.3.2.12 credentialing; and

3.1.3.2.13 medivac and transportation services.

3.1.3.3 Anaktuvuk Pass. In addition to services provided in the villages that are members of the Tanana Chiefs Conference, a full range of primary care and other medical services in Anaktuvuk Pass, which may include: physician, dental, behavioral health, optometry services, and related support for community health aides located there, including information technology services.

3.1.4 ANMC Field Clinics. TCC facilitates and supports services delivered by ANMC and ANTHC through field clinics and other arrangements, including referral to ANMC.

3.1.5 Community Health Aide Program. TCC provides Alaska-unique village-based care under the *Standards and Procedures* approved by the IHS Community Health Aide Program Certification Board ("IHS CHAPCB") and other program standards of TCC. These services which are provided through, and which provide support for TCC's Community Health Aide Program and other Tribal Health programs include:

3.1.5.1 health care services, including well person, acute and chronic care, emergency stabilization and care, and preventative services. Such services include, but are not limited to, providing well child, immunizations, family planning, pre-natal care, women's health and pharmacy services, health promotion and disease prevention;

3.1.5.2 dental health aide therapist services;

3.1.5.3 Behavioral Health Aide/Practitioner services, which are carried out under the *Standards and Procedures* of the IHS CHAPCB;

3.1.5.4 patient case management, including arranging for and providing emergency and routine patient transportation, using various types of transportation vehicles on land, water and air;

3.1.5.5 telemedicine, telehealth, telepharmacy, telecardiology, teleradiology services, tele-physical therapy, and telebehavioral health;

3.1.5.6 logistic, supervisory, and administrative services for CHA/Ps; and

3.1.5.7 Community Health Aide Program Training provides comprehensive training of and ongoing support to community health aides and candidates for certification consistent with the *Community Health Aide Program Standards and Procedures* adopted by the IHS Community Health Aide Program Certification Board, including developing, conducting and supporting training programs and continuing education. Training and continuing education may be offered directly at TCC's CHAP training center or through distance learning courses, attendance at another CHAP training center, or other training protocols.

3.1.6 Purchased and Referred Care (PRC). TCC purchases medical, dental, optometry, behavioral health, pharmaceutical, ancillary, transportation, and nursing home services, not otherwise available or accessible through TCC. Program administration includes determining eligibility, monitoring of patient care for appropriateness of services within established program guidelines, use of cost containment policies, and referral to the ANTHC transient care pool.

3.1.7 Dental Services. TCC provides general and limited specialty dental services to improve dental health and lower the incidence of dental disease, including services of certified dental assistants, dental health aide therapists, and dental hygienists. Services are provided at a TCC Dental clinic as well as during dental village visits within the TCC region.

3.1.8 Optometry & Ophthalmology Program. TCC provides vision care services, special optometry screening for diabetic patients through JVN, vision care dispensary services, direct and field visit optometry services, ophthalmology services including surgical procedures and serves as a referral point for eye care services either not available at TCC or beyond TCC's scope of care.

3.1.9 Physical Therapy. TCC provides comprehensive outpatient physical therapy services, including services provided through field visits and telephysical therapy.

3.1.10 Home and Community Health Care. TCC provides through a combination of western methods and other community based services, comprehensive

home and community care services including assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the TCC region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provide palliative care and other end-of-life services, respite, chore, nutrition, transportation and other supportive services including various senior programs and activities and engages in planning and development of additional services. All of these services are provided throughout the TCC service area and include the medical, public health, and preventive services in support of long term care at residential care facilities and assisted living homes. TCC provides the services described above and other home-and community-based care, long term care, hospice, and assisted living services in accordance with Section 205 of the IHCIA, as amended, 25 U.S.C. § 1621d.

3.1.11 Nutrition Services. TCC provides services to inform, educate, motivate, and support individuals and families to achieve and sustain nutritionally healthy lifestyles, which includes nutrition education, food supplements, counseling, and other services for individuals at nutritional risk, as well as encouragement and support to retain subsistence foods as an important part of the diet.

3.1.12 Traditional, Complementary and Alternative Medicine. TCC provides traditional healing services in coordination with existing western medicine services, and complementary and alternative patient care services including, but not limited to, acupuncture, massage therapy, chiropractic care, healing touch, acupressure, and other traditional health modalities may be provided following a referral from a primary care provider (defined as a MD, DO, DDS, DMD, PA or ANP). Traditional health care practices are subject to Section 831 of the IHCIA, as amended at 25 U.S.C. 1671.

3.1.13 Ancillary and Support Services. TCC provides ancillary and support services including, but not limited to, biomedical, laboratory, radiology, pharmacy, clinical administration, health records, medical coding and billing functions, social service referrals, telehealth services (including maintaining teleradiology equipment and contracting for radiology services), maintaining an Electronic Health Records system, information services in support of all of its health services, housekeeping, sterile supply, security, mailroom, purchasing management, and operation of all facilities and properties used by TCC under this Funding Agreement, owned or leased by TCC. TCC also provides residential patient housing services to village clients receiving medical services while in Fairbanks and housing for women awaiting delivery and, with their newborns, for a period after delivery when follow-up care is needed.

3.1.14 Transportation. TCC provides patient (including qualified escorts) and employee travel and travel management, including, but not limited to, transportation provided by ambulance, airplane, motor vehicle, boat, all-terrain vehicle and other forms of transportation common to the TCC region, including vehicles owned or leased by TCC and privately owned vehicles used in the performance of the PSFAs under this Funding

Agreement. TCC provides the above described patient and qualified escort transportation in accordance with Section 213 of IHCIA, as amended at 25 U.S.C. 1621*l*.

3.1.15 Emergency Medical Services. TCC provides a full range of emergency medical services including, but not limited to, first responder services; services coordinated with or in support of other emergency medical service providers; providing training; and maintaining supplies and equipment necessary for emergency medical services.

3.1.16 Community Health Representatives. TCC provides community health representative services, which include village and community-based services to promote health and prevent disease and injury; determine health needs, improve health knowledge, and promote healthy lifestyles; advocacy services; networking with other providers; and support and training for community health representatives.

3.1.17 Other Community Health. TCC provides a wide range of community and home-based programs and services to address prevention and treatment needs associated with special populations and diseases, including diabetes, maternal/child health, elders program, chronic disease care coordination, woman's wellness, patient education, HIV/AIDS, fetal alcohol spectrum disorders ("FASD"), and infectious diseases. These programs and services include patient tracking and case management; risk assessment, counseling, health education, and immunizations.

3.1.18 Behavioral Health Services. TCC, directly and in conjunction with the Fairbanks Native Association ("FNA"), provides a full range of behavioral health services, which include psychiatry and a variety of western counseling methods and traditional modalities. The traditional modalities are based upon traditional healing accepted in the TCC region and subsistence activities and are used as channels for mental and emotional healing. A variety of activities may be utilized including boating, camping, fishing, hunting, trapping, gathering foods, community gatherings, and meeting with elders. These services may be provided by behavioral health aides, and village based counselors. Traditional health care services will be provided in accordance with 25 USC § 1680u.

3.1.18.1.Community Based Services. TCC provides outpatient mental health and substance use disorder assessment, screening, and treatment services, including medication management, to individuals of all ages and may deliver services in a variety of settings, including, but not limited to clinics, homes, schools, culture camps and other community settings. TCC also provides information and referral to other outpatient and inpatient programs and support services that may include providing emergency services and other care necessary to ameliorate risks and to respond to patients' needs. TCC provides these and other behavioral health services through clinics in Fairbanks and villages, through itinerant visits, through telehealth, and through village-based services it provides directly or supports clinically and programmatically, including the services of behavioral health aides, who may provide a broad range of community development,

prevention and education, supportive counseling assessments, case management, skills development, treatment, referral, and coordination of care.

3.1.18.2 Prevention and Wellness Services. TCC provides behavioral health wellness training and community behavioral health assessment, suicide prevention, and other prevention activities to address substance abuse and associated problems, including tobacco use assessment and cessation services, through prevention/education, outreach, continuing development of local aftercare support services and community capacity.

3.1.18.3 Community Child Welfare and Family Services: TCC provides comprehensive health services to the abused and neglected child and the child's family; assures a safe environment for the healthy well being of the child, and works toward the ultimate rehabilitation of the child and child's family, including, but not limited to, emotional support services; substance abuse counseling; health information; services that prevent and respond to child physical abuse; health services to address sexual abuse, neglect and other conditions that place a child at physical or emotional risk; participation in child protection teams; advocacy and evaluation of and support to foster homes to promote the physical and emotional well-being and safety of the child; health related aspects of recruitment of potential foster and adoptive homes; child development and family services which include, but are not limited to, health-oriented education; socialization; health screening; growth and nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.1.18.4 Specialty Services.

3.1.18.4.1 Old Minto Family Recovery Camp. The TCC Old Minto Family Recovery Camp program provides residential, outpatient and aftercare treatment to individuals and families for treatment of substance use and co-occurring disorders.

3.1.18.4.2 Paul Williams House. The TCC Paul Williams House provides 24 hour supervised care, including crisis respite housing, to individuals experiencing severe, persistent mental illness. Residents also receive a variety of behavioral health services including assessment and evaluation services, medication management, supportive counseling, individual and group skills building, and other supportive services.

3.1.18.4.3 Graf Rheeneerhaanjii Program. The Graf Healing Place provides substance use disorder and other behavioral health treatment for youth in conjunction with the Fairbanks Native Association(FNA). This residential program provides a full range of assessment and treatment services, including youth and family outpatient orientation and continuing care services.

3.1.18.4.4 Enhanced Detox Treatment. TCC, in conjunction with FNA, provides multi-disciplinary, residential detoxification and related behavioral health services.

3.1.18.4.5 Telebehavioral Health. TCC provides behavioral health services via telebehavioral health modalities through which TCC provides direct counseling services, clinical supervision, training, support groups, and other services.

3.1.18.4.6 Sobering Center (Sleep-Off Center). TCC provides services for the protection of individuals impaired by alcohol and substance abuse, including but not limited to, support services, monitoring, screening and referral to treatment.

3.1.19 Health Services Training. TCC participates in health services training through offering sites for medical students, residents, and other individuals obtaining training in the health professions, through providing clinical preceptorships, mentoring, teaching, shadowing training, and supervision of health care providers who provide services for TCC.

3.1.20 Housing. TCC provides temporary housing for TCC clients and their families or escorts to facilitate access to care, including supportive housing for individuals with behavioral health issues. TCC may provide the full range of health services at these locations.

3.2 Environmental Health. TCC environmental health provides broad, comprehensive environmental health programs, which include:

3.2.1 rabies control;
3.2.2 food sanitation;
3.2.3 hazardous materials management;
3.2.4 safety;
3.2.5 infectious disease investigation;
3.2.6 institutional health; and
3.2.7 safe water, sewer, and solid waste facilities construction assessment and support, operation and maintenance assistance, on-site support, surveys, educational, and technical assistance.

3.3 Facility Management and Planning. TCC provides procurement, materiel management, facilities management, planning, development, and coordination of design, engineering, management and general contracting for construction, demolition and clean-up, security, maintenance and operation of all facilities and properties used by TCC under this Funding Agreement, including facilities owned and leased by TCC.

3.4 Health Education/Injury Prevention. TCC provides a full-spectrum of health promotion and disease prevention services, including community and school-based

programs and networking and collaboration with statewide and regional providers to integrate services and interventions designed for targeted problems and populations.

3.5 Administrative and Policy Direction.

3. 5.1 Board of Directors. All programs are provided under the direction of the TCC Board of Directors, which provides policy, administrative, and executive direction and review, as a full Board, and through the Executive Board, Health Board, and other advisory boards, and through the leadership and direction of the President/Chairman of the Board, who is the chief executive officer of TCC.

3.5.2 Executive Direction. The President/Chairman of the Board and administrative departments of TCC provide direction, administrative support, and technical assistance in support of all of the PSFAs described in this Funding Agreement, including legal, financial, and administrative support, administrative compliance, quality management, and patient advocacy.

3.6 Other Programs/Services Funded.

3.6.1 Redesign and Consolidation. This Agreement includes PSFAs resulting from tribal redesign or consolidation, reallocation, or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out PSFA's that may be included in this Agreement pursuant to Section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact.

3.6.2 GPRA. Participation in the Test Group for the Government Performance and Results Act as identified in Appendix B.

3.6.3 Tribal Facilities and Locations. TCC operates the PSFAs described in this Agreement out of more than one facility or location. These PSFAs include, but are not limited to, the facilities and locations listed in Appendix E to this Agreement and incorporated by reference herein. The Area Division of Planning, Evaluation and Health statistics shall compile from this Appendix E [TCC Interior Service Unit Facilities List] a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters Office of Program Statistics (OPS). The OPS shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare & Medicaid Services (CMS) pursuant to the Memorandum of Agreement between the Health Care Finance Administration (now CMS) and the Indian Health Service (December 19, 1996).

3.7 Federal Tort Claims Act.

3.7.1 Coverage. Pursuant to Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Alaska Tribal Health Compact, the Federal Tort Claims Act applies to TCC's PSFAs under this Agreement as provided in Section 516(a) of Title V,

which incorporates Section 102(d) of Title I of the Indian Self-Determination and Education Assistance Act and Section 314 of P.L. 101-512. The extent of Federal Tort Claims Act coverage is described more particularly in 25 CFR §§ 900.180- 900.210.

3.7.2 Insurance. There is no requirement that TCC purchase liability insurance to protect or indemnify the federal government. TCC may purchase liability insurance supplemental to FTCA coverage, and such purchase is an allowable cost under this Agreement.

3.8 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, TCC shall be the payer of last resort.

3.9 Utilization of IHS Recruitment Website.

3.9.1 Beginning July 1, 2017, TCC agrees to retrocede 50% of its tribal shares for line item 124 to the Indian Health Service in exchange for TCC being able to fully access and utilize the recruitment website www.IHS.gov/jobs.

3.9.2 TCC understands and agrees that access to and use of the website is conditioned upon the following:

3.9.2.1 TCC must meet the Information Technology (IT) security requirements for all users of the IHS IT systems before access to the system will be authorized.

3.9.2.2 A single point of contact for TCC will be responsible for posting health professions vacancies. TCC's human resources department or a specified designee will post health care professional jobs using the www.IHS.gov/jobs job announcement templates (health professions postings only).

3.9.2.3 TCC will need to assure the accuracy of its health care professional vacancy posts by reviewing postings at least quarterly and updating or removing outdated job postings.

3.9.2.4 This agreement is only for health care professional jobs postings on www.IHS.gov/jobs and does not authorize posting on external job boards.

Section 4 – Amounts Available During the Term of the Funding Agreement

4.1 The following amounts shall be available to TCC pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[2]

	Annual Funding
Recurring base: Inclusive of all recurring funding including recurring contract support funds.[3]	$70,849,761
Non-recurring funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[4]	$18,924,844
Subtotal: (This amount is subject to amendments in accordance with Section 11 [Amendment or Modification of this Funding Agreement].)	$89,774,605
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement[5]	$1,569,703
Headquarters - Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[6]	$1,100,672

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[2] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and TCC for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

[3] A break-out of these funds is shown in Appendix A. See Footnote 3. This amount also includes funds for the Village Built Clinic Leases of $379,143, and the base program funds for the Youth Treatment Facility of $700,000. Pursuant to Section 704(b)(4)(A) of P. L. 102-573, the Indian Health Amendments of 1992, funds for the operation of the Youth Treatment Facility may not be retroceded, except to IHS; shares may not be removed and provided to individual Tribes.

[4] These non-recurring funds are shown in Appendix A. *See* Footnote 3. Other non-recurring funds will not be specifically identified in this Funding Agreement, but will be provided to TCC in the future to the same extent as they have been historically provided.

[5] Funds from Area were allocated to each Co-Signer according to the Alaska Area Methodology agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A. In addition to the Funding amount, prior to the effective date of Section 325 of P. L. 105-83, TCC restricted Area tribal shares in an amount identified as "Subtotal Area TS Amount" in the "TCC Restricted" column on Page 1 of Appendix A. These restricted Area tribal shares were transferred to ANTHC in accordance with Section 325 in 1988. Also see Addendum 2, Item A, regarding these funds.

[6] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified in Appendix A.

Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	$0
Subtotal - Tribal Shares [7]	$ 2,670,375
TOTAL COMPACT FUNDING[8]	$92,444,980

These amounts are subject to additions for reimbursements and for new funds received during the term of this Funding Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the Act. Any amounts remaining unspent under Contract No. 243-96-6015 or previous Funding Agreements, after adjustment and reconciliation of the withheld amounts for IP A/MOA, supplies, and services, as of the last day of the fiscal year, shall be included in this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $0 is for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due TCC was determined by multiplying the FY 2022 Equipment Replacement amount paid to TCC by 90%. The final Equipment amount paid in FY 2023 will be based on the final FY 2023 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2023 Equipment Replacement allocation, is less than the 90% calculation, TCC will return the difference to IHS. See also Appendix A, footnote to line 22 on page 6. The Recurring Base amount shown above includes $484,460 that TCC received, recurring in FY 2006 in Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FY 2023 Interior Appropriations Act (Act) or Congressional Reports. After the Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring TCC's signature as described in Section 12 [Amendment or Modification of this Funding Agreement] of this FA.

Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to the TCC Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add TCC diabetes grants and any

[7] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount will be adjusted to make available all tribal shares for which TCC is eligible.

[8] For the reasons noted regarding the amounts that make up this total and because full funding amounts under the previous year's Funding Agreement have not been fully identified or reconciled as of the

time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year. ***Tanana Chiefs Conference***

other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to TCC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. TCC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. TCC will comply with all terms and conditions of the grant award, including reporting requirements and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant. TCC and its employees carrying out statutorily mandated grants programs added to the Agreement are covered by the FTCA.

4.2 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including TCC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to TCC as a part of the lump sum due. The amount is determined by multiplying the FY 2022 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2023 will be based on the final FY 2023 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2023 Routine M&I allocation, is less than the 90% calculation, TCC will return the difference to the IHS. TCC and IHS have agreed that TCC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to TCC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

TCC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,[9] as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If TCC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. The TCC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by TCC shall continue to be eligible for Competitive Project Pool funding.

If TCC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and TCC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage ofBEMAR funds (FEDS[10] deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

TCC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. TCC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.3 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and§ 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the fiscal year covered by this agreement, which represents the parties' estimate of TCC's full CSC requirement pursuant to 25 U.S.C. § 5325, is $24,302,591, including $6,113,684 for direct CSC and $18,188,907 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will

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9 M&I eligible federally owned facilities operated by TCC continue to be eligible to access non-routine funds through the Competitive Pool.

10 "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and TCC's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.4Leases. IHS must report on its federally leased facilities. TCC agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where TCC has bought back services from IHS. IHS will annually, or upon renegotiation, provide to TCC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to TCC. In administering these leases, IHS will work with TCC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

4.5Base Budgets.

4.5.1 Categories and Base Year. IHS and Co-Signers have agreed to extend the 3-year (FY 1998-FY 2000) base budgets implemented for the Alaska Tribal Health Compact for an additional seven years (FY 200 I-FY 2007). IHS and TCC have subsequently agreed to additional extensions through FY 2025. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Fundine:	Extended throue:h:
Headquarters TSA amounts [11]	FY 1997	FY 2025
Equipment Replacement Funding	Not Included	*NIA*
Area Tribal Share	Not Included	*NIA*

4.5.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede PSF As, as provided in Section 9.3 [Withdrawal Procedures J.[12] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions will be changed only during annual negotiations. TCC also will be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 6.2 [Due to

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[11] Alaska Tribal Health Compact base budgets for TSA amounts shall be considered as a whole (e ntire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements. [12] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Additional Tribal Resolution]. TCC will also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from IHS Headquarters.

Section 5 – Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of this Funding Agreement] of this Agreement will be paid to TCC, in accordance with Compact Article II, Section 4(a) [Payment Schedule]; payment to TCC to be made as one annual payment in lump sum to be made by check or wire transfer.

5.2 Availability of Tribal Shares. TCC will be paid 100 percent of negotiated Headquarters and Area Tribal Shares in its initial lump sum payment.

5.3 Buyback/Withholding. TCC may carry out its responsibility to provide certain PSFAs included in this Agreement by using services or other resources of the federal government under Article V, section 22 of the Compact, as permitted by law. Except as provided in this Agreement, the cost of such services and the terms under which they may be made available to TCC are set forth in the Buyback/Withholding Agreement between IHS and TCC, which is attached as Appendix D to this Agreement and incorporated by reference herein. The administrative surcharge provided for in section 2.2.4 of the Buyback/Withhold Agreement for FY 2023 will be .285 percent. Notwithstanding Section 5 of that agreement upon the request of IHS or any Co-Signer, such agreement will be negotiated for future fiscal years annually during negotiation of this funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to TCC under this Agreement which are added or identified after the initial payment is made will be made promptly upon the request of TCC by check or wire transfer.

Section 6 – Adjustments

6.1 Due to Congressional Actions. The parties recognize that the total amount of the funding is subject to adjustment due to Congressional action in appropriations acts or other laws affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such law, the amount of funding provided to TCC in this Agreement will be adjusted as necessary, after TCC has been notified of such pending action and subject to any rights which TCC may have under this Agreement, the Compact, or the law. The Secretary will give prior notice to TCC of any proposed action by Congress which is reasonably expected to cause an adjustment under this section.

6.2 Due to Additional Tribal Resolutions. The funding in this Agreement is subject to adjustment in the event that a Tribe whose authorizing resolution was not previously provided does provide such a resolution to TCC by the effective date of this Agreement. The amount of such adjustment will be negotiated between TCC and IHS.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by TCC will not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical records, financial record and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a (b); and

7.1.2 Pursuant to Section 105(o) of Title I, the medical records generated by TCC will, at the option of TCC, be stored with the National Archives and Records Administration, and TCC will have access to such records.

7.2 Confidentiality Standards. TCC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, TCC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its governing body, which will be consistent with the purposes and guidelines of HIPAA and the Privacy Act.

Section 8 -- Program Rules.

8.1 Accreditation. TCC will carry out the health PSFAs in this Agreement in compliance with one of the health care industry nationally recognized accrediting bodies such as:

8.1.1 The Joint Commission (formerly known as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO)).

8.1.2 Accreditation Association for Ambulatory Health Care or (AAAHC) or

8.1.3 National Commission on Quality Assurance (NCQA).

8.2 Community Health Aide Program. TCC will conduct the CHA program under the IHS Community Health Aide Program Certification Board Standards and Procedures.

8.3 Policies Adopted by TCC's Executive Board. TCC will also carry out the guidelines, manuals and policy directives as approved and adopted by the TCC Executive Board of Directors.

8.4 Circulars. Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, TCC does not agree to be subject to any agency circular, policy, manual,

guidance or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517, of Title V, unless otherwise waived.

Section 9 -- Retrocession and Discontinuance.

9.1 Retrocession. The retrocession provisions of Section 506(f) of the ISDEAA are adopted as part of this Agreement, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, will be one year from the date of the request by an authorizing Tribe or Village. Retrocession may be effective with less than one year's notice providing the Tribe requesting retrocession, TCC and IHS agree to an effective date of less than one year from the date of the retrocession request.

9.2 Discontinuance. TCC may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and the Indian Health Service. Notice must be provided one year in advance of the effective date of the request, except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the Indian Health Service.

9.3 Withdrawal Procedures. Unless prohibited by law and in accordance with Section 506(g) of the Act, a tribe or tribal organization may fully or partially withdraw from a participating tribal organization its share of any PSFA (or portions thereof) included in the Compact or funding agreement, and such withdrawal shall become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization; provided that, in the absence of a specific time frame being set forth in the resolution, such withdrawal will become effective on

9.3.1 the earlier of:

9.3.1.1 one year from the date of submission of such request; or

9.3.1.2 the date on which the Agreement expires; or

9.3.2 such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian tribe or tribal organization.

Section 10 -- Consolidation of Contracts and Previous Annual Funding Agreements.

Contract No. 243-96-6015 and all previous Funding Agreements will be amended or terminated, as appropriate, to transfer applicable funds into this Funding Agreement as of the effective date of this Agreement, for PSFAs, materials, and facilities provided to the Tribes represented by TCC; provided that, if any Tribal government does not authorize TCC to enter into the Compact and this Agreement, PSFAs will continue to be provided under TCC's existing contract. Any such continuation under contract is subject to the negotiation of funding adequate to cover the additional administrative costs associated with the continuation of the contract simultaneously with this Agreement.

Section 11 -- Amendment or Modification of this Agreement.

11.1 Form of Amendment. Except as otherwise provided by this Agreement, the Compact, or by law, any modifications of this Agreement, will be in the form of a written amendment and will require written consent of each of the signatory Tribes, acting directly or through TCC as authorized by resolution, TCC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of the Funding Agreements will not be required.

11.2 Services from IHS. If TCC determines that it wishes IHS to provide PSFAs included in this Agreement for which funding has been identified but not provided, the parties will negotiate an amendment to reflect the transfer of responsibilities from TCC back to IHS and the pro-rata share of funding for that PSFA will be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

11.3 Amendments Due to Addition of New Programs. If TCC decides to administer, operate, or conduct a PSFA of IHS not included in this Agreement, TCC will submit a proposal to IHS to provide such PSFA. The parties agree to negotiate such proposal, and should the parties fail to reach Agreement, TCC may submit a final offer in accordance with Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section will be treated as a request for amendment to this Agreement and, once approved by IHS, the Alaska Area Office will prepare an amendment within thirty days. The amendment will be executed through the Alaska Area Office.

11.4 Amendments Due to Availability of Additional Funding. TCC will be eligible for any increases in funding or funding for Medicaid, Medicare, Maintenance & Improvement, other reimbursables, and new programs for which it would be eligible if TCC had been administering programs under a Self-Determination contract, rather than under the Compact and this Agreement; and TCC will be eligible for any other funds that are not restricted by appropriation language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters, and funds passed to Alaska Area as recurring or non-recurring funds. This Agreement will be amended to provide for timely payment of such new funds to TCC. Such amendment will be originated and prepared within thirty days by the Alaska Area Office and executed through the Alaska Area Office in consultation with TCC.

11.5 Other Adjustments. Upon written authorization by TCC, and agreement by IHS, IHS may reallocate funds retained by IHS which are obligated to TCC for the purpose of reimbursing IHS for services or equipment provided to TCC to assist TCC in carrying out the terms of the Compact and this Agreement.

11.6 General Procedures for Amending or Modifying this Agreement. Amendments or modifications proposed by TCC will be submitted in writing to the Alaska Area Director with a copy to the IHS Office of Tribal Self-Governance. Except as provided with respect to the incorporation of a provision of Title I under article V, section 21, of the

Compact, or as provided above in paragraphs 11.3 and 11.5 of this Section 11, a request to amend or modify this Agreement submitted by TCC will be processed under section 507(b)–(d) of Title V.

11.7 Funding Increases. Written consent of TCC will be required only for issuing amendments for those funds which (1) require a change to Section 3 – Tribal Programs and Budget; (2) require a specific commitment by TCC (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction Projects); or (3) involve reduced funding other than changes in Congressional appropriations pursuant to section 6.1 of this Agreement. Amendments not requiring written consent may include, but are not limited to:

11.7.1 Program/Area/HQ Mandatories;
11.7.2 Program/Area/HQ End-of-Year Distributions;
11.7.3 CHEF, subject to the condition that if in whole or in part a case initially qualifying for reimbursement is paid by an alternate resource or cancels for any reason, the Co Signer will return the unused amount to the IHS CHEF account;
11.7.4 CHS Deferred Services;
11.7.5 Routine Maintenance & Improvement; and
11.7.6 Collections and reimbursements.

Amendments reflecting payment of these funds will be provided to TCC after any such funds are added to the Agreement. TCC retains the right to reject the addition of such the funds to the Agreement and return the funds to IHS.

Section 12 – Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of IHS under the Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" 25 U.S.C. § 1680c(b)(1)(B). The TCC Executive Board has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2011-06. Resolution 2011-06 is attached as Appendix G and incorporated by reference herein. TCC may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 2011-06. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 13 – Memorializing Disputes.

The parties to this Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Section 507(b)–(d) of Title V, or at TCC's option may be set forth in "Memorialization of Matters Remaining in Dispute." This memorialization will not be considered a part of this Agreement, but is attached for the purpose of recording matters in

dispute for future reference, discussion, and resolution. TCC does not waive any remedy it may have under the law with regard to these issues and any others not listed therein.

Section 14 – Severability.

This Agreement shall not be considered invalid, void, or voidable if any section or provision of this Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. If such a court should make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 15 – Memorandum of Agreement with Member Villages.

Funds provided under this Agreement may be allocated to and expended by an Alaska Native Village ("Village") which is a party to this Agreement in accordance with the terms of the Compact, this Agreement, and a Memorandum of Agreement ("MOA") approved by TCC and the Village. The Federal Tort Claims Act will apply to PSFAs carried out by the Village under such MOA and to the village and its employees to the same extent as if they had been carried out directly by TCC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment will be subject to the approval of the Alaska Area Native Health Service Director. TCC will be responsible for assuring compliance by the Village with the Compact, this Funding Agreement, and the MOA.

Section 16 – National Environmental Policy Act.

The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless TCC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix H. Where TCC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and TCC has not assumed these responsibilities, TCC will provide IHS with a Project Summary Document (see Appendix I-4) and a completed Environmental Information and Documentation Form (see Appendix I-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by TCC until IHS completes its compliance responsibilities and so advises TCC with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 17 – Title I Provisions Applicable to This Funding Agreement.

As authorized in 25 U.S.C. § 5396(b), TCC exercises its option to include the following provisions of Title I of the ISDEAA as part of this Agreement; these provisions will have force and effect as if they were set out in full in Title V of that Act:

17.1 25 U.S.C. § 5304(e) (defining "Indian tribe");
17.2 25 U.S.C. § 5322(b) (relating to grants for health facility construction and planning, training and evaluation);
17.3 25 U.S.C. § 5322(d)(1) (relating to duty of IHS to provide technical assistance);
17.4 25 U.S.C. § 5324(a)(1) (relating to exemption from Federal procurement laws and other laws and regulations);
17.5 25 U.S.C. § 5328(b) (relating to conflicting laws and regulations);
17.6 25 U.S.C. § 5329(c), section 1(b)(8)(F) (relating to screener identification);
17.7 25 U.S.C. § 5329(c), section 1(b)(9) (relating to availability of funds);
17.8 25 U.S.C. § 5329(c), section 1(d)(1)(B) (relating to construction of the contract); and
17.9 25 U.S.C. § 5329(c), section 1(d)(2) (relating to good faith).

Section 18 – Effective Date and Duration.

This Funding Agreement is effective on October 1, 2022 and will remain in effect through the 2025 federal fiscal year or until a subsequent Agreement is negotiated and becomes effective pursuant to Article II, Section 12 of the Compact.

Tanana Chiefs Conference and Certain Alaska Native Tribes,
Identified in Exhibit A to the Compact

By: _____ **Date:** 9/19/22
Brian Ridley, President

United States of America
Secretary of Department of Health and Human Services

By: _____ **Date:** _____
Evangelyn Dotomain
Alaska Area Director, Indian Health Service

Appendix A

FY 2022 Financial Summary

Tanana Chiefs Conference

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2022

Tribal Share Summary Tanana Chiefs Conference	FY 2022 Negotiated Amount	TCC Restricted	Total Due TCC	Initial Lump Sum Payment
Area TS Amount	$1,637,721	$68,018	$1,569,703	$1,569,703
	0		0	0
Subtotal Area TS Amount	$1,637,721	$68,018	$1,569,703	$1,569,703
Headquarters TSA Amount	$1,239,941	$139,268	$1,100,673	$1,100,673
Headquarters Other Program Formula (OEHE)	$68,366	$68,366	$0	$0
Subtotal Headquarters TS amounts	$1,308,307	$207,634	$1,100,673	$1,100,673
Total Tribal Shares	$2,946,029	$275,652	$2,670,376	$2,670,376

Driving Variables Tanana Chiefs Conference	FY 2022
Population (2010 Census AN/AI population)	15549
Tribes (Federally Recognized Tribes)	29
Recurring Base - FY 2013 (less VBC)	$43,915,369
Percentage of Total Area TS (of all Alaska Tribes)	12.15025%
Percentage of ATHC (of all Title V Alaska Tribes)	12.30078%
Number of MOA employees	12
Number of IPA employees	0

Individually Restricted Items Tanana Chiefs Conference	FY 2022
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Tanana Chiefs Conference

Line #	FY 2022 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	TCC AK Dist.	TCC Retained	TCC Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$1,445,893		$1,445,893
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$62,957	$62,957	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$23,922		$23,922
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$23,710	*$0*	$23,710
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$110,589	$62,957	$47,632
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$71,663		$71,663
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$5,062	$5,062	$0
23	Health Facilities/Main./ Spec. Prc	$1,368,036	$114,204		$1,216,669	$37,163	$4,515		$4,515
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$81,240	$5,062	$76,178
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$1,637,721	$68,018	$1,569,703

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space avai

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Tanana Chiefs Conference

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares TCC Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$17,022	$0	$17,022
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$1,379	$1,379	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$24,705	$0	$24,705
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$15,274	$0	$15,274
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$17,331	$0	$17,331
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$8,940	$0	$8,940
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$3,824	$0	$3,824
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$5,164	$0	$5,164
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$1,387	$0	$1,387
	118	Research Projects	x			$1,283,252			143,088	143,088	$17,601	$0	$17,601
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$368	$0	$368
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$25,206	$3,813	$21,393
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$1,127	$0	$1,127
	123	Physician Residency	x			$277,416			31,093	31,093	$3,825	$0	$3,825
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$28,365	$0	$28,365
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$42,345	$0	$42,345
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$339,864	$94,482	$245,382
	127	Evaluation	x			$1,063,992			119,272	119,272	$14,671	$0	$14,671
	128	National Indian Health Board	x			$459,114			51,111	51,111	$6,287	$0	$6,287
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$13,877	$0	$13,877
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$5,142	$0	$5,142
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$18,616	$0	$18,616
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$10,367	$0	$10,367
	133	Health Records	x			$136,277			12,043	12,043	$1,481	$0	$1,481
	134	AIDS Program	x			$422,971			78,823	78,823	$9,696	$0	$9,696
	135	Handicapped Children	x			$346,083			40,775	40,775	$5,016	$0	$5,016
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$113,898	$31,664	$82,234
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$14,167	$0	$14,167
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$36,977	$0	$36,977
	202	IHS Dental Program- Program formula		x		$5,268,414					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$21,437	$0	$21,437
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$8,627	$0	$8,627
	303	National Conference	x			$107,552			$11,990	11,990	$1,475	$0	$1,475
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$63,549	$0	$63,549
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$5,960	$0	$5,960

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Tanana Chiefs Conference

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	TCC Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$44,437	$0	$44,437
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$12,692	$0	$12,692
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$15,720	$0	$15,720
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$32,948	$0	$32,948
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$191,592	$0	$191,592
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$37,585	$7,930	$29,655
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,130,837				$197,905	$43,313	$43,313	$0
	2403	Facilities & Property Support		x		$24,305,205				$221,409	$22,980	$22,980	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$2,073	$2,073	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$1,239,941	$139,268	$1,100,673
TOTAL PROGRAM FORMULA AMOUNT						$47,471,900				$1,497,560	68,366	$68,366	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,594,258				$11,577,745	$1,308,307	$207,634	$1,100,673

Column 1 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - Direct Ops Dental from line 1302 is now here. No impact on TS.
Line 1301a - DIR Withheld was computed at 16.4% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Tanana Chiefs Conference** **58G950032**

Contract/Compact Period October 1, 2021 through September 30, 2022

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.121502482		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$34,660,925		$412,009	$635,606	($790,311)	$34,918,229
2	Dental	$4,243,795		$25,453	$36,977	$0	$4,306,225
3	Mental Health	$1,522,297		$156,875	$31,538		$1,710,710
4	Alcohol & Substance Abuse	$3,035,123		$104,019	$69,508		$3,208,650
5	Public Health Nursing	$1,524,796		$14,892	$12,692		$1,552,380
6	Health Education	$267,326		$30,518	$15,720		$313,564
7	Community Health Representativ	$388,994		$11,244	$32,948		$433,186
8	Immunization (AK only)	$7,479		$42,296	$0	$0	$49,775
9	Direct Operations	$43,158		$519,617	$221,246		$784,021
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$45,693,893	$0	$1,316,923	$1,056,235	($790,311)	$47,276,740
15	Purchased/Referred Care	$15,129,548		$176,602	$44,437		$15,350,587
16	Operational Cost for Tribal Clinic	$447,475				(149,719)	$297,756
17	Environmental Health Support	$1,124,758		$71,663			$1,196,421
18	Facilities Support	$2,340,403		$4,515			$2,344,918
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$583,047		$0		$583,047
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$152,890				$152,890
24	TOTAL, Facilities	$3,465,161	$735,937	$76,178	$0	$0	$4,277,276
25	Current year CSC Direct	$6,113,684					$6,113,684
26	Current year CSC Indirect		$18,188,907				$18,188,907
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$6,113,684	$18,188,907	$0	$0	$0	$24,302,591
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$70,849,761**	**$18,924,844**	**$1,569,703**	**$1,100,672**	**($940,030)**	**$91,504,950**

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 16 dated 9/30/2021

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjust

Line 19 - Routine M&I is base budgeted by TCC- subject to adjustment with Section 4 FA.

Tanana Chiefs Conference
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **No**

surcharge **0.285%** **(Yes or No)**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes**

0.285% **(Yes or No)**

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs	$1,983,361	$74,926	$5,653	$2,063,939	$171,995	$687,980
VBC	$408,162		$1,163	$409,325	$34,110	$102,331
Other	$0		$0	$0	$0	$0
SUBTOTAL H & C	$2,391,523	$74,926	$6,816	$2,473,265	$206,105	$790,311
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-	$0		$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases	$447,475		$1,682	$449,157	$37,430	$149,719
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$447,475	$0	$1,682	$449,157	$37,430	$149,719
Withhold Total	**$2,838,998**	**$74,926**	**$8,498**	**$2,922,422**	**$243,535**	**$940,030**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix B

Performance Indicators

Annual Funding Agreement

For Fiscal Years 2011-2013

TANANA CHIEFS CONFERENCE
HEALTH SERVICES
Appendix B

PERFORMANCE INDICATORS
ANNUAL FUNDING AGREEMENT
For Fiscal Years 2011-2013

In past years, Appendix B has listed Performance Indicators, or Baseline Measures, and identified the data source for the upcoming fiscal year. However, for the years covered by this Funding agreement, Tanana Chiefs Conference is a participant in the Test Group for the Government Performance and Results Act of 1993 (GPRA). Accordingly, Appendix B does not list Performance Indicators, and is reserved for future use.

Appendix C

FY 2020 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO TANANA CHIEFS CONFERENCE FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Tanana Chiefs Conference under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Tanana Chiefs Conference's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Tanana Chiefs Conference to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Tanana Chiefs Conference or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting ,, Personal Property, and FOIA Coordination	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker’s compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: Evangelyn L. Dotomain -S
Digitally signed by Evangelyn L. Dotomain -S
Date: 2022.03.03 13:57:02 -09'00'

Director
Alaska Area Native Health Service, IHS

Date: _____

Tanana Chiefs Conference
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____
Pollack B. Simon, Jr., President/Chairman
Tanana Chiefs Conference

Date: 8/20/2021

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Tanana Chiefs Conference

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Tanana Chiefs Conference (hereinafter "TCC") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), TCC has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by TCC on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to TCC shall be determined under section 2 below. TCC's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. TCC may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, TCC may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by TCC.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to TCC.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services TCC proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent TCC from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by TCC and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by TCC.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to TCC under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing services to TCC.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of TCC. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by TCC and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. TCC assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by TCC shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of TCC.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by TCC under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The TCC is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System

Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. TCC agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of

Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged TCC for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to TCC of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by TCC authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services TCC proposes to purchase from the IHS. In such case, no monthly payments are due from TCC. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to TCC and adjustments in the amount of withhold or payments needed to pay for all services TCC has purchased, or proposes to purchase, will be made to the IHS by TCC. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount TCC hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each

category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount TCC hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to TCC of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from TCC for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to TCC due to Congress authorizing continuing resolutions or other delays in making lump sum payments to TCC.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to TCC within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and TCC will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to TCC, any over recovery by the IHS must be returned to TCC and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by TCC.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be

used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from TCC.

3.4 Use of Other Funds Due TCC to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to TCC, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of TCC's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to TCC under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by TCC under this Agreement in a manner agreeable to TCC and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, TCC may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. TCC shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 2/29/09

Tanana Chiefs Conference
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
President

Date: 1-13-09

Appendix E

FY 2023 Facilities List

APPENDIX E
TANANA CHIEFS CONFERENCE
HEALTH SERVICES FACILITIES LIST
FY 2023

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where TCC owns, leases, occupies, or otherwise uses real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds. Additionally, the references to specific PSFAs are not intended to limit the scope of PSFAS that may be performed at a facility or for which a facility may be used; rather, references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. As noted in the Funding Agreement, PSFAs are also delivered in non-TCC locations, including, but not limited to, clinics, homes, schools, culture camps and other community settings. In response to the COVID-19 pandemic and to mitigate the spread of the disease, TCC may conduct COVID-19 diagnostic testing in accordance with applicable standards for collecting, handling, and testing clinical specimens in a variety of community settings and off-site non-TCC locations. Such off-site testing may continue so long as the threat of COVID-19 transmission remains a threat to public health. Notice will be provided to IHS in advance of closure, or if operations conducted at a location change or expand; operations may continue until the threat posed by the pandemic has passed as determined by TCC.

	Facility Name	**Location**
	Fairbanks Memorial Hospital (*see* Sec 3.1.2)	Fairbanks, AK
	Denali Center (*see* Sec 3.1)	Fairbanks, AK
	Graf Healing Place	Fairbanks, AK
	TCC Patient Hostel	Fairbanks, AK
	Al Ketzler Senior Building (*see* Sec 3.1.11, 3.2, 3.1.6, 3.1.5.7 of FA)	Fairbanks, AK
	Chief Peter John Tribal Building (*see* Sec 3.1.3.2.3, 3.1.5.3, 3.1.11)	Fairbanks, AK
	New Paul Williams House 117 First Ave (*see* Sec 3.5.3)	Fairbanks, AK
	Chief Andrew Isaac Health Center, 1717A West Cowles St	Fairbanks, AK
	Chief Andrew Isaac Health Center Expansion, 1717B West Cowles St	Fairbanks, AK
	Chief Andrew Isaac Health Center Ambulatory Surgery Center, 1717B West Cowles St	Fairbanks, AK
	Housing First/Willow House	Fairbanks, AK
	FNA Detoxification	Fairbanks, AK
	Sobering Center	Fairbanks, AK
	Building on University Road and Davis Ave	Fairbanks, AK
	Old Minto Family Recovery Camp	Old Minto, AK
	Yukon Tanana Subregion	

	Facility Name	Location
YT	Alatna Village Clinic	Alatna, AK
YT	Allakaket Village Clinic	Allakaket, AK
YT	Evansville Village Clinic	Evansville, AK
YT	Hughes Village Clinic	Hughes, AK
YT	Manley Hot Springs Village Clinic	Manley Hot Springs, AK
YT	Minto Village Clinic	Minto, AK
YT	Rampart Village Clinic	Rampart, AK
YT	Stevens Village Clinic	Stevens Village, AK
YT	Tanana Health Center	Tanana, AK
YT	Nenana Village Clinic	Nenana, AK
	Yukon Flats Subregion	
YF	Chalkyitsik Village Clinic	Chalkyitsik, AK
YF	Circle Clinic	Circle, AK
YF	Birch Creek Clinic	Birch Creek, AK
	Upper Tanana Subregion	
UT	Dot Lake Village Clinic	Dot Lake, AK
UT	Eagle Village Clinic	Eagle, AK
YT	Healy Lake Village Clinic	Healy Lake, AK
UT	Northway Village Clinic	Northway, AK
UT	Upper Tanana Health Center – Subregional Clinic and Administrative Building	Tok, AK
UT	Upper Tanana Provider Housing	Tok, AK
UT	Upper Tanana Health Center South	Tok, AK
UT	Tanacross Village Clinic	Tanacross, AK
UT	Tetlin Village Clinic	Tetlin, AK
	Yukon Koyukuk Subregion	
YK	Galena Health Center	Galena, AK
YK	Huslia Village Clinic	Huslia, AK
YK	Kaltag Village Clinic	Kaltag, AK
YK	Koyukuk Clinic	Koyukuk, AK
YK	Nulato Village Clinic	Nulato, AK
YK	Ruby Village Clinic	Ruby, AK
xx	McGrath Health Center	McGrath, AK
xx	Nikolai Village Clinic	Nikolai, AK
xx	Takotna Village Clinic	Takotna, AK
***	Yukon Flats Health Center	Ft. Yukon, AK
***	Arctic Village Clinic	Arctic Village, AK
***	Beaver Clinic	Beaver, AK
***	Venetie Clinic	Venetie, AK

	Facility Name	Location
	Anaktuvuk Pass Clinic	Anaktuvuk Pass, AK

*** The Council of Athabascan Tribal Governments also provides IHS-funded services in these facilities under its Funding Agreement with IHS.

xx TCC provides OEH, and Home Health Care services only. Other IHS-funded health services are provided at these facilities by Southcentral Foundation under its Funding Agreement with IHS.

Appendix F

Information Services List

Appendix F
Tanana Chiefs Conference
Information Services List
FY 2011

Office of Information Technology:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available DIR Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (200) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

Appendix G

Resolution No. 2011-06

TANANA CHIEFS CONFERENCE

Executive Board of Directors

Resolution No. 2011-06

DELIVERY OF HEALTH CARE SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE

WHEREAS, Tanana Chiefs Conference (TCC) is a consortium of 42 tribes and tribal organizations spread across 235,000 square miles of territory in Interior Alaska; and

WHEREAS, TCC is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Pub.L. 93-638, as amended; and

WHEREAS, pursuant to the Alaska Tribal Health Compact and funding agreements negotiated annually with the Indian Health Service (IHS), TCC carries out the programs, services, functions, and activities (PSFA) of the IHS which include a variety of health services including comprehensive medical, dental and behavioral health programs in the Interior region of Alaska; and

WHEREAS, Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c ("Section 813"), authorizes the governing body of a Tribal Organization carrying out PSFAs of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" ("non-beneficiaries"), 25 U.S.C. § 1680c(c)(2); and

WHEREAS, Section 813 further provides that in making such a determination, the governing body of the Tribal Organization shall "take into account" whether the provision of health services will result in the denial or diminution of health services to Alaska Natives or American Indians; and

WHEREAS, the TCC Articles of Incorporation and By-laws provide that when the full Board of Directors is not in session, the TCC governing body is the Executive Board, consisting of six elected representatives, the TCC President, Vice-President, and Secretary/ Treasurer; and

WHEREAS, the Executive Board has carefully considered the factor identified in Section 813; and

WHEREAS, the Executive Board has examined the populations of the communities in the TCC Service Area and the historical and current use of TCC services by beneficiaries and non-beneficiaries in those communities; and

WHEREAS, the Executive Board has reviewed and examined the historical and current use of the full range of TCC health care services including, but not limited to, diagnostic or ancillary services and behavioral health programs by beneficiaries and non-beneficiaries residing in the TCC Service Area; and

WHEREAS, non-beneficiaries make up a small percentage of the patients receiving care from TCC facilities and practitioners, the TCC Executive Board has determined that services provided to non-beneficiaries at TCC's facilities or by TCC's providers will not result in the denial or diminution of services to IHS beneficiaries; and

WHEREAS, TCC has established billing and collection procedures to ensure that non-beneficiaries are billed an amount that results in recovery of actual costs for the health services they receive from TCC facilities; and

WHEREAS, TCC has entered into agreements with the State of Alaska to ensure payment by the State for services offered to indigent non-beneficiaries, as required by Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c; and

WHEREAS, the Board has determined that Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, is satisfied.

RESOLUTION

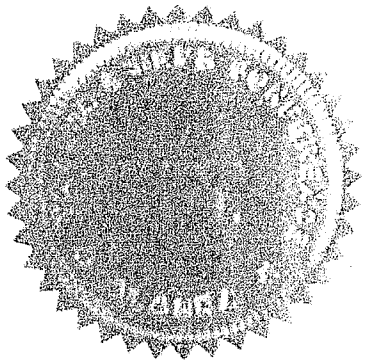
1.NOW THEREFORE BE IT RESOLVED that the Board of Directors of TCC authorizes the extension of the full range of health services, including, but not limited to, medical, dental, diagnostic or ancillary and behavioral health from TCC to non-beneficiaries including TCC employees in the TCC Service Area; and; and

2.BE IT FURTHER RESOLVED, that the Board of Directors of TCC will, at a future date, limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service; and

3.BE IT FURTHER RESOLVED that this Resolution supersedes and replaces Resolution # 2008-04, which replaced 2004-12, entitled Health Care services to Persons Otherwise Ineligible for Services from the Indian Health Services dated May 1, 2008 addressing prior TCC services to non-eligible individuals.

CERTIFICATION

I hereby certify that this resolution was duly passed by the Tanana Chiefs Conference Executive Board of Directors on May 17, 2011, at Anchorage, Alaska, and a quorum was duly established.



Pat McCarty
Secretary/Treasurer

Appendix H

Actions Requiring IHS Environmental Review and Determination

APPENDIX H – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by TCC, TCC shall submit a proposal package that includes a completed Project Summary Document (See Appendix I-4) and Environmental Information and Documentation Form (See Appendix I-5) to the IHS. Coordination time between TCC and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between TCC, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

Action		Expected Timelines
Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow TCC and IHS to resolve them early.

Appendix I-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix I-5

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title	Date	Environmental Coordinator	Date

Funding Agreement
between
Certain Alaska Native Tribes
Served by the
SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM
and
the Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Year 2019–2021

This Funding Agreement is entered into by and between certain Alaska Native Tribes served by the SouthEast Alaska Regional Health Consortium, as identified in Exhibit A of the Compact, and the Secretary of the Department of Health and Human Services of the United States of America. These Tribes have authorized the SouthEast Alaska Regional Health Consortium to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent to which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act (IHCIA); the Indian Self-Determination and Education Assistance Act, as amended (the Act); and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between the SouthEast Alaska Regional Health Consortium (SEARHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2019–2021.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to Co-Signer PSFAs from both Area Office and Headquarters, unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by IHS.[1] Furthermore, IHS will reorganize both Headquarters and Area Office to continue to provide the remaining PSFAs not included in this Agreement in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by -IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of IHS. The "Memorandum of Agreement Describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs, and SEARHC will not be denied access to, or services from, Headquarters. Specifically, SEARHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to SEARHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files, and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC Funding Agreement. Upon request of ANTHC, after good faith efforts to resolve SEARHC's technical issue, OIT's support of SEARHC will include technical support needed on-site by SEARHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology (OIT):	Directly to ANTHC	Directly to Co-Signer	Indirectly to Co-Signer through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, and Convert Site Data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS-to-Alaska Connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			

[1] All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

100% Software Development and Maintenance	X		
Use of IHS Contract Vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf Packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-Site Training Instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) Conversion			X
Envoy (WebMD) Installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, SEARHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent SEARHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR §§ 74.36 and 92.34, in works which IHS possessed, reproduced, published, and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by SEARHC under this and previous funding agreements and contracts, SEARHC has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.1.5 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the Community Health Aide Certification Board, which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

1.2 Historical PSFAs. SEARHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, SEARHC has attached to this Funding Agreement Addendum 1 entitled "Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS."

The PSFAs listed in this addendum are taken from SEARHC's FY 1999 Annual Funding Agreement. The addendum is attached to the present Funding Agreement only for the purpose of identifying historical levels of PSFAs received by SEARHC from ANMC and AANHS and is specifically not made a part of this Funding Agreement.

Section 2 – Obligations of the Co-Signer. This Funding Agreement obligates SEARHC to be responsible for and to provide health PSFAs identified in Section 3, utilizing the resources transferred under this Funding Agreement and other funds as they may become available, to SEARHC. This Funding Agreement further authorizes SEARHC to consolidate and redesign PSFAs as provided in the Act, and the Compact.

Section 3 – Tribal Programs and Budget. SEARHC agrees to administer the Mt. Edgecumbe Service Unit of IHS. This includes Mt. Edgecumbe Hospital, Juneau Medical - Dental Clinic, Kake Health Center, Haines Medical Clinic, Alicia Roberts Medical Center, Hoonah Health Center, and all other community health facilities, services, and clinics operated by SEARHC. SEARHC is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services. SEARHC agrees to provide and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. Any PSFA described in this section 3 may be performed by any organizational unit of SEARHC at SEARHC's direction. To the extent any Tribe which has authorized SEARHC, in this or any previous fiscal year, to enter into the Compact on its behalf enters into a Contract under Title I or a funding agreement pursuant to this Compact under Title V of the Act or chooses to have IHS resume responsibility for delivery of its programs, SEARHC will not be obligated to provide any PSFAs (or parts thereof) associated with such action. SEARHC, subject to the approval of the SEARHC Board of Directors and the availability of resources, may elect to provide services to such a Tribe or the Tribe's beneficiaries, provided that SEARHC may seek payment or reimbursement for such services. SEARHC may also provide other PSFAs to meet the objectives of Section 3 of the IHCIA.

SEARHC provides PSFAs under this agreement per authorizing resolutions provided by the following Tribes: Angoon Community Association, Central Council of Tlingit & Haida Indian Tribes, Chilkat Indian Village Chilkoot Indian Association, Craig Tribal Association, Douglas Indian Association, Hoonah Indian Association, Hydaburg Cooperative Association, Organized Village of Kake, Organized Village of Kasaan, Klawock Cooperative Association, Petersburg Indian Association, Sitka Tribe of Alaska, Skagway Traditional Council, and Wrangell Cooperative Association. These services may include hospital and clinic services, including ancillary and support services; dental; community family services (formerly CHR); nutrition; health education; environmental health; community health aide program and training; emergency medical services, including air medical services; and youth and adult substance abuse treatment. These services are provided in a variety of settings, which include a hospital, health center, village clinic, or other appropriate facilities. SEARHC's wide range of services are provided and facilitated directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-Signers, including through field clinics, referral to ANMC, and other arrangements with tribal health organizations. For purposes of this Funding Agreement, SEARHC's General Budget Categories consolidate related health PSFAs as follows:

3.1 Hospitals and Clinics. SEARHC is committed to quality patient care achieved through maintaining qualified staff, state-of-the-art equipment, well-functioning physical plant, and the continuous supply of medical provisions required to provide quality patient care as defined in the standards of The Joint Commission (formerly known as the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO)), the Accreditation Association for Ambulatory Health Care (AAAHC), Commission on Accreditation of Rehabilitation Facilities (CARF), or other nationally or State recognized accrediting bodies.

3.1.1 Patient Care: Under a comprehensive health care delivery plan, SEARHC agrees to provide the following direct patient care services. All of these services may not be available at all health facility locations.

3.1.1.1 Acute patient care;
3.1.1.2 Twenty-four hour emergency services;
3.1.1.3 Ambulatory care services;
3.1.1.4 Specialty clinics support;
3.1.1.5 Optometry services;
3.1.1.6 Dental services including, but not limited to, services to increase dental health and decrease the incidence of dental disease, certain specialized services (such as oral surgery, specialized pediatric services, orthodontics, endodontics, and prosthodontics), support and training of dental health aides, dental assistants, and hosting dental residents from accredited residency programs;
3.1.1.7 Surgical services;
3.1.1.8 Screening and health education, including colonoscopies and other cancer screening services;
3.1.1.9 Field health services;
3.1.1.10 Audiology services;
3.1.1.11 Diabetes prevention, education, and treatment services;
3.1.1.12 Community-based services including, but not limited to; outreach clinics for special populations, such as homeless and teens; and other services in Southeast community facilities in collaboration with community programs and collaborative physician relationships with mid-level practitioners in Southeast Alaska;
3.1.1.13 Providing home visits, monitoring, and other care to patients who cannot come to a facility, such as those who are chronically ill, elderly, or infants;
3.1.1.14 Twenty-four hour physician coverage. Services provided in the villages may be via telephone contact with community medical and behavioral health care providers;
3.1.1.15 Telemedicine services, including telepharmacy, telenutrition, and other telehealth applications and services;
3.1.1.16 Medical/specialty services include, but are not limited to: pediatrics, psychiatry, psychology, obstetrics and gynecology, anesthesia, internal medicine, family medicine, surgery, radiology, orthopedics, dermatology, ophthalmology, urology, cardiology, neurology, pediatric neurology, rheumatology, and otolaryngology;
3.1.1.17 Referral facility for field health clinics, Alicia Roberts Medical Center, Haines Medical Clinic, Juneau Medical - Dental Clinic, Hoonah Health Center, contract

physicians/facilities in Southeast Alaska, and tribal health providers in Southeast Alaska operating under funding agreements with IHS;

3.1.1.18 Biomedical services are provided throughout SEARHC to village/community-based EMS programs and, on a reimbursable basis, to other Southeast Alaska health care providers;

3.1.1.19 Hospital swing bed services and comprehensive health care nursing services for the elderly, disabled, and others needing long-term health care that may include nursing facility services;

3.1.1.20 Case management services of chronically ill or high risk cases, services to children, and other cases as indicated;

3.1.1.21 Cross-coverage memoranda of agreement may be executed with other providers and/or facilities in specialty areas such as, but not limited to, anesthesiology, laboratory, radiology, and surgery, in accordance with 25 C.F.R. 900 Subpart M;

3.1.1.22 Traditional healing services are provided in coordination with existing western medicine services, and complementary and alternative health services, including, but not limited to, acupuncture, massage therapy, chiropractic care, healing touch, acupressure, and other traditional health modalities may be provided following a referral from a primary care provider (e.g., MD, DO, DDS, DMD, PA, or ANP). Traditional health care services will be provided in accordance with 25 USC § 1680u;

3.1.1.23 Upon agreement between SEARHC and any other tribal health provider who may have an independent funding agreement with IHS, SEARHC physicians may provide on-call, cross-coverage with physicians of other tribal health providers;

3.1.1.24 SEARHC staff provide services to support the Metlakatla Indian Community, which has its own funding agreement with IHS, which includes, but may not be limited to:

3.1.1.24.1 individual prescriptions, laboratory services, and other services for patients are filled at Mt. Edgecumbe Hospital when ordered by authorized SEARHC staff or tribal health providers for whom SEARHC provides such services;

3.1.1.24.2 biomedical services for equipment owned by other P.L. 93-638 contractors or compactors;

3.1.1.24.3 collaborative relationships between SEARHC physicians, dentists, and employees of other P.L. 93-638 contractors and compactors, including physicians assistants and dental health aides; and

3.1.1.24.4 provide "standing orders" and consultative services for CHA/Ps and dental health aides.

3.1.2 Ancillary Services: ancillary services will be maintained at levels sufficient to support medical diagnosis and treatment including, but not limited to:

3.1.2.1 Dietetics/nutrition services, including services associated with health promotion and disease prevention events;

3.1.2.2 Nursing;

3.1.2.3 Pharmacy;

3.1.2.4 Physical therapy;

3.1.2.5 Respiratory care/therapy;

3.1.2.6 Social services;

3.1.2.7 Laboratory;
3.1.2.8 Radiology;

3.1.3 Support Services: a complement of services required to support the provision of health services to the Southeast region may include, but are not limited to:

3.1.3.1 Patient review;
3.1.3.2 Quality improvement;
3.1.3.3 Compliance;
3.1.3.4 Infection control;
3.1.3.5 Patient travel, including qualified escorts in accordance with section 213(a) of the IHCIA, as amended;
3.1.3.6 Short-term housing for patients, families, and temporary staff;
3.1.3.7 Admitting;
3.1.3.8 Patient accounts;
3.1.3.9 Communications;
3.1.3.10 Environmental services;
3.1.3.11 Facilities management;
3.1.3.12 Health records;
3.1.3.13 Planning and implementation of an Electronic Health Records system;
3.1.3.14 Safety/security;
3.1.3.15 Information services;
3.1.3.16 Materiel management;
3.1.3.17 Human resources, including fingerprinting and background checks;
3.1.3.18 Central supply;
3.1.3.19 Administration;
3.1.3.20 Accounting;
3.1.3.21 Corporate information and public relations, including preparing and disseminating materials to the public regarding services or other operational information;
3.1.3.22 Board and governing body support, including policy, administrative, and executive direction for all PSFAs in this Funding Agreement;
3.1.3.23 Corporate development;
3.1.3.24 Grant development;
3.1.3.25 Health Planning and statistics;

3.1.4 Purchased/Referred Care (PRC): Purchase services, on a contractual or open-market basis, not otherwise available or accessible to eligible beneficiaries. Maintain a referral system from the village or field location to/from SEARHC health facilities to ANMC, subject to funding limitations. May pay for emergency medical and hospital services for IHS beneficiaries outside of Alaska.

3.1.4.1 SEARHC agrees to be bound by 42 CFR part 136, subpart I in the administration and provision of PRC services carried out under this Agreement.

3.2 Additional Ongoing Programs.

3.2.1 Behavioral Health Services: provide a range of behavioral health services which may include, but are not limited to:

3.2.1.1 Inpatient/outpatient services;
3.2.1.2 Prevention/education;
3.2.1.3 Referral services;
3.2.1.4 Community involvement;
3.2.1.5 Youth services;
3.2.1.6 Adolescent Residential Treatment, which shall include an adventure-based residential substance abuse treatment program for youth (Raven's Way, which accepts statewide referrals and includes cultural activities, academic education, and rigorous conditioning, and Alaska Crossings, which accepts statewide referrals and includes wilderness expedition, educational, behavioral, emotional and cultural components);
3.2.1.7 Adult treatment services which may include residential substance abuse treatment and adventure-based activities, including cultural activities, academic education, and rigorous conditioning;
3.2.1.8 Mental health, which provides services to address family, child, adolescent, and community mental health problems through the outpatient and health center/clinic programs and services and community-based services;
3.2.1.9 May provide support and training to Behavioral Health Aides/Practitioners under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board;
3.2.1.10 Telebehavioral health services; and
3.2.1.11 Services to reduce and prevent substance abuse and associated problems through inpatient and outpatient services; prevention/education; referral services; transitional/residential care services; residential family treatment camp; outpatient-based treatment; outreach services and community involvement; diagnostic; and primary alcoholism and drug abuse treatment services, including individual assessment and referrals; individual and group counseling, including anger management classes; and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship and aftercare.

3.2.2 Child Care: to enhance their access to health care, patients may be offered child care services.

3.2.3 Community Family Services: provide emotional support services, substance abuse counseling, health information, and preventive services to rural areas of Southeast Alaska.

3.2.4 Nutrition Services for Women, Young Children, and Infants: provide supplemental foods and nutrition education, counseling, and other services for women, young children, and infants who are at nutritional risk.

3.2.5 Health Promotion/Disease Prevention: provide comprehensive health promotion and disease prevention programs, including programs aimed at reducing diabetes and

encouraging cancer screening, healthy and subsistence-based lifestyles, individual and community wellness; and through community and individual activity, physical fitness, and wellness programs, including such programs as culturally appropriate arts and crafts programs, providing a fitness center, physical and mental health focused activities and retreats, and sponsorship and direction of youth and adult team sports. Health Promotion and disease prevention activities are provided at a variety of settings, including culture camp sites, community garden sites, schools, and at the SE Alaska State Fair grounds.

3.2.6 Environmental Health: provides a wide range of environmental health services to Southeast Alaska communities, Mt. Edgecumbe Hospital, Juneau Medical - Dental Clinic, SEARHC health centers, and village clinics and other health programs and providers including, but not limited to, injury prevention, clinic facility management, community health facility maintenance, operator training, and environmental health and safety.

3.2.7 Health Care Services: deliver an effective field health program by providing coordination, advocacy, and planning for emergency medical services; management of sub-regional clinics where services may include observation and limited extended stays; community health aide and mid-level practitioner services in Southeast communities, which may include dental health aide training, supervision, and services; behavioral health aide/practitioner training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board; training of village health care workers, which may include dental health aides and dental assistants; and a statewide Community Health Aide Training Center. This includes medical, behavioral, and dental primary and emergency health care through community- and village-based clinics, programs, and services that serve eligible communities within the SEARHC service area.

3.2.8 Emergency Medical Services: provides training coordination for first responders and organized emergency medical systems in rural Southeast communities, including comprehensive air ambulance services; physician sponsorship and supervision for rural emergency medical services; medical escort and/or medevac services for patients of SEARHC or other tribal facilities to SEARHC or other facilities as ordered by a SEARHC physician; and provide critical stress debriefing services and crisis response services.

3.2.9 Village Built Clinic (VBC) Lease Program: This program provides funds to eligible entities to support the rental of CHA/P clinic space and manages and maintains those facilities owned by SEARHC. SEARHC buys back administration of this program from IHS, pursuant to the Buyback/Withhold Agreement. IHS will annually, or upon renegotiation, provide to SEARHC a copy of each Village Built Clinic Lease. No increase in the amount due to the village pursuant to a lease will be negotiated by IHS without advance notice to SEARHC. In administering these leases, IHS will work with SEARHC to ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.2.10 Public Health and Epidemiology: Directly and/or through ANTHC, including its Epidemiology Center,[2] SEARHC carries out public health, epidemiology, and

[2] The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

health research functions. These activities include, but are not limited to: collecting and receiving personally identifiable health information for the purpose of:

3.2.10.1 preventing or controlling disease, injury, or disability;

3.2.10.2 reporting disease, injury, and vital events such as birth and death; and

3.2.10.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.2.11 Home Care and Other Community-Based Services: through a combination of western methods and traditional modalities, home care, and other community-based services, provides assistance with activities of daily living, such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to individuals who are unable to perform the activities of daily living on their own, or when the families are unable to meet their needs. Home- and community-based services also provides palliative and other end of life services, respite, chore, nutrition, transportation, and other supportive services, including various senior programs and activities, and engages in planning and development of additional services. These services will be provided in accordance with Section 205(a)(2) of the IHCIA, as amended, 25 U.S.C. § 1621d.

3.2.12 Health Services Training: SEARHC provides health services training (including clinical preceptorships, mentoring, shadowing, training, and supervision of health care providers) through offering sites for medical residents and other individuals obtaining training in the health professions, including, but not limited to, dental, optometry, pharmacy, and behavioral health professions.

3.3 Other Programs/Services Funded. This funding agreement includes programs, functions, services, and activities resulting from tribal redesign, or consolidation, reallocation, or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation, or redirection of funds results in carrying out programs, functions, services, and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 of the Compact. This includes any other new health care programs including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.4 Non-IHS Funding. SEARHC will complement and supplement the PSFAs described throughout Section 3 with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Sections 5, 6, and 7 of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.5 Federal Tort Claims Coverage. The Federal Tort Claims Act applies to SEARHC's PSFAs under this Funding Agreement as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180–900.210.

3.6 Tribal Facilities and Locations. SEARHC operates the programs described in this Funding Agreement from more than one facility or location. These include, but are not limited to, the facilities and locations listed in Appendix E, which will be submitted prior to the effective date of this Funding Agreement and will be incorporated by reference herein. The Area Division of Planning, Evaluation, and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

Section 4 – Amounts Available During the Term of the Funding Agreement

4.1 The following amounts shall be available to SEARHC, pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[3]

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds (through amendment #12 FY 2018), but adjusted for revised recurring/non-recurring contract support costs as of October 1, 2001.[4]	$41,636,563
Non-Recurring Funding: Inclusive of nonrecurring contract support funds and such other funding that may be added to the Contract.[5]	$17,986,472
ISD support on the Village Built Clinic Leasing program funds included in the recurring base. (Award of these funds is subject to the availability of ISD Funds.)[6]	TBD
Subtotal: (This amount is subject to amendments in	$59,623,035

[3] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and SEARHC for the respective year, amended to this Funding Agreement, and incorporated by reference, accordingly.

[4] A breakout of these funds is shown in Appendix A. See Footnote 3. This amount also includes funds for the Village Built Clinic Leases of $203,562 and the base funding from prior SEARHC/ AANHS Contract #243-93-0010, which had funded the Raven's Way Adolescent Residential Treatment Center. Pursuant to Section 704(b)(4)(A) of P. L. 102-573, the Indian Health Amendments of 1992, funds for the operation of Raven's Way may not be retroceded, except to IHS; shares may not be removed and provided to individual Tribes.

[5] These non-recurring funds are shown in Appendix A. *See* Footnote 3. Other non-recurring funds will not be specifically identified in this Funding Agreement but will be provided to SEARHC in the future to the same extent that they have been historically provided.

[6] *See* Addendum 2, Memorialization of Disputes, Item B.

accordance with Section 12 [Amendment or Modification of this Funding Agreement].)	
Area "Tribal" Share, to include funding identified from Area Office and identified in Appendix A to this Funding Agreement[7]	$1,169,028
Headquarters - Tribal Share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[8]	$809,653
Headquarters - Tribal Share: "Program Formula Pool" - to include all funds identified in Appendix A and such additional funds which IHS may make available on a program formula basis during the year, based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	$0
Subtotal - Tribal Shares[9]	$1,978,681
TOTAL COMPACT FUNDING[10]	$61,601,716

These amounts are subject to additions for reimbursements and Quarters Return Funds, and for new funds received during the term of this Funding Agreement, including amounts that have historically been distributed as non-recurring funds under Title I of the Indian Self-Determination and Education Assistance Act, as amended, and previous Funding Agreements. Any amounts remaining unspent under Contract No. 243-88-0003, as amended, or previous Funding Agreements, after adjustment and reconciliation of the withheld amounts for IPA/MOA, supplies, and services, as of the last day of the fiscal year, shall be included in this Funding Agreement.

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[7] Funds from Area were distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. In addition to the Funding amount, prior to the effective date of Section 325 of P. L. 105-83, SEARHC restricted Area tribal shares in an amount identified as "Subtotal Area TS Amount" in the "SEARHC Restricted" column on Page 1 of Appendix A. See also Addendum 2, Item A, regarding these funds.

[8] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified in Appendix A. In addition to the Funding amount, SEARHC is entitled to additional Headquarters' tribal shares in an amount identified as "Subtotal Headquarters TS amounts" in the "SEARHC Restricted" column on Page 1 of Appendix A.

[9] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability have not been determined. This amount will be adjusted to make available all tribal shares for which SEARHC is eligible.

[10] For reasons stated in footnotes 6 through 11 above regarding the amounts that make up this total, all dollar amounts specified in this FA are amounts agreed to as of the date this FA is signed and are subject to amendment to reflect the full amount due under this FA for the applicable FY.

The amount of IHS M&I funds allocated to eligible health care facilities in Alaska is determined by a methodology called the University of Oklahoma ("U of O") formula. By agreement with Co-Signers to the Compact, including SEARHC, each year's allocation to Alaska is divided two thirds as "routine" and one third as "project pool." For all Co- Signers to the Compact, all such "routine" M&I funds for both IHS and tribally owned facilities are paid directly by IHS to each respective Co- Signer.

Of the amount shown above for nonrecurring program funds, $1,187,681 are for routine Maintenance and Improvement (M&I); the routine M&I amount paid as part of the lump sum due SEARHC was determined by multiplying the FY 2018 routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2019 will be based on the final routine M&I allocation. If the final routine M&I amount, as determined by the final routine M&I allocation, is less than the 90% calculation, SEARHC will return the difference to the IHS. See also Appendix A, footnote to line 19 on page 6. SEARHC acknowledges that the amount of M&I funds changes every year and, therefore, its share of such funds in any given fiscal year may increase or decrease.

For Co- Signers which elect to withdraw their tribally owned facilities from participation in the M&I pool methodology, such Co- Signers are also directly paid as "routine" M&I the U of O determined one third project pool amount. The process and conditions for withdrawal from or entry into the M&I pool methodology are more fully set forth in Appendix G of this Funding Agreement (IHS designation of the funds originally calculated to be a part of the project pool as "routine" enables a Co- Signer with tribally owned facilities to be paid directly by IHS for all M&I funds per the U of O formula thus avoiding competing for funding of M&I projects from the project pool). M&I eligible federally owned facilities operated by SEARHC shall continue to be eligible for M&I pool funding administered by ANTHC.

The Recurring Base amount shown above includes $492,008 that SEARHC received, recurring in FY 2007 in Congressionally-earmarked alcohol funds for the Deilee Hitt Program. Such funds are subject to "Adjustments Due to Congressional Actions," as described herein in Section 6.1 [Adjustments Due to Congressional Actions] as well as any conditions on those funds that may be described in the FY 2019 Interior Appropriations Act (Act) or Congressional Reports. After the Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring SEARHC's signature, as described in Section 12 [Amendment or Modification of this Funding Agreement] of this Funding Agreement.

In addition to the recurring base amount identified, SEARHC shall receive increases to its recurring base for lease increases based on additional square feet or other factors on the same basis and priority as any other clinic leases, whether directly managed by IHS, SEARHC, or by other contractors or compactors. Additional clinic leases in the SEARHC service area shall be considered for funding on the same basis and priority as any other clinic leases, whether directly managed by IHS or by other contractors or compactors. Such increases shall be additions to the recurring base and withheld by IHS. Subject to the withhold/buyback provision, SEARHC shall have access to any reserve funds for new clinic leases, emergencies, or any other historical or

new use of this fund and shall receive supplemental or end-of-year distributions on the same basis and priority as any other clinic leases, whether directly managed by IHS or by other compactors or contractors. SEARHC shall receive an equitable share of any support for the VBC program.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to SEARHC's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add SEARHC's diabetes grants and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to SEARHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. SEARHC will use interest earned on such funds to enhance the purposes of the grant, including allowable administrative costs. SEARHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and §5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the fiscal year covered by this agreement, which represents the parties' estimate of SEARHC's full CSC requirement pursuant to 25 U.S.C. § 5325, is $20,121,765, including $3,558,827 for direct CSC and $16,562,938 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and SEARHC's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three-year (FY 1998–FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001–FY 2002). IHS and SEARHC have subsequently agreed to additional extensions through FY 2021. IHS and Co-Signers have agreed to further extend the base budget period at Co-Signer's option. The following categories are subject to base budgeting for the base year period and the extended period, as noted below:

Category of Funding	Base Period for Base Funding	Extended Through:

Headquarters TSA amounts[11]	FY 1997	FY 2021
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new Co-Signers to the Compact and when current Co-Signers add or retrocede PSFAs, as provided in Section 12.3 [Due to Addition of New Programs].[12] Adjustments also shall be permitted when Co-Signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. SEARHC also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriations for population growth, health services priority system, contract support costs, and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 6.2 [Due to Contracting or Compacting Proposals to Operate Services by Authorizing Tribes]. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers' Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2, 5.3, and 5.4 of this section, all funds identified in Section 4 of this Funding Agreement shall be paid to SEARHC in accordance with Article II, Section 4 (a) of the Compact; payment to SEARHC shall be made as follows:

> One annual payment in lump sum to be made annually in advance by check or wire transfer.

5.2 Availability of Tribal Shares. As negotiated in this Funding Agreement, SEARHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment.

5.3 Buyback/Withhold.[13] SEARHC may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the federal government under Article V, Section 22 of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to SEARHC are set forth in the Buyback/Withhold Agreement between IHS and SEARHC,

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[11] Alaska Tribal Health Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation, subject to ATHC agreements.

[12] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

[13] As noted in Appendix A, SEARHC opts to withhold the minimum initial estimated amount and buyback services, as detailed in Appendix D.

which is attached as Appendix D to this Funding Agreement. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2016 shall be .285 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of IHS or any Co-Signer, such Buyback Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to SEARHC under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of SEARHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to SEARHC in this Funding Agreement shall be adjusted as necessary, after SEARHC has been notified of such pending action and subject to any rights which SEARHC may have under this Funding Agreement, the Compact, or the law.

6.2 Due to Contracting or Compacting Proposals to Operate Services by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a Contract or Funding Agreement pursuant to the Act, adjustments to the funding for and responsibilities of SEARHC and the authorizing tribe will be negotiated under Title V and/or Title I of the Act, as appropriate.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated, or maintained by SEARHC shall not be treated as federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1.1 patient medical records, financial records, and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b)(1)–(2) and (4)–(12); and

7.1.2 pursuant to Section 105(o) of Title I, the medical records generated by SEARHC shall, at the option of SEARHC, be stored with the National Archives and Records Administration, and SEARHC shall have access to such records.

7.2 Confidentiality Standards. SEARHC will seek to comply with the Administrative Simplification provisions of HIPAA including, but not limited to, privacy, security, transactions, and code sets regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, SEARHC will maintain the confidentiality of its patient records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and Federal Privacy Act of 1974.

Section 8 – Program Rules. SEARHC will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance with:

> The Joint Commission standards for Hospitals and Ambulatory Care Facilities, as applicable, AAAHC, and CARF Standards, as applicable, or other nationally-recognized accreditation standards; and IHS Community Health Aide Program certification standards.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, SEARHC does not agree to be subject to any agency circular, policy, manual, guidance, or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Program Reporting Requirements

9.1 Federally-Owned Real Property. For all property assets, including facilities, managed by SEARHC under this Funding Agreement that are federally owned, SEARHC agrees to assist IHS with its reporting requirements associated with federal ownership of this property.

9.1.1 IHS must keep its facility condition assessment current (i.e., not more than five years old). SEARHC agrees to collaborate with ANTHC on scheduling and conducting facility condition assessment surveys for federally-owned facilities under SEARHC management. The cost of these surveys will be estimated in concert with the ANTHC Maintenance and Improvement Resource Allocation Committee (MIRAC).

9.1.2 IHS must identify historic real property assets and ensure that the information is current. AANHS is currently working with a contractor to assess IHS real property holdings in Alaska. SEARHC agrees to provide reasonable access to facilities SEARHC manages. IHS will provide SEARHC with a copy of the draft assessment and consider any comments SEARHC may submit.

9.1.3 IHS must keep an accurate and current inventory of real property assets. SEARHC agrees to provide the certification form, included in Appendix F-1 - Certification for New/Replaced/Added Space, annually to AANHS for any new, replaced, or added space to a federally-owned facility or other changes in space utilization.

9.1.4 IHS must report Energy Data for federal facilities. SEARHC agrees to submit to ANTHC (DEHE) energy data, as specified in Appendix F-2 - Energy Report.

9.1.5 For projects started before October 1, 2005, IHS must report all capital improvements made to federal facilities which exceed $25,000. For projects starting on or after October 1, 2005, IHS must report all capital improvements made to federal facilities which exceed $100,000. SEARHC agrees to provide a Final Real Property Closeout Report, specified in Appendix F-3 - Final Real Property Closeout and Interim Real Property Status Report, to ANTHC DEHE on each project within 120 days of its beneficial use of the facility or an interim report, using Appendix F-3 - Final Real Property Closeout and Interim Real Property Status Report, without the Chief Financial Officer certification if the project is not completed for

beneficial use. SEARHC agrees to provide the applicable report by March 31st of each fiscal year.

9.1.6 The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless SEARHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix G. Where SEARHC plans to undertake an action, as described in Appendix G, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and SEARHC has not assumed these responsibilities, SEARHC will provide IHS with a Project Summary Document (see Appendix F-4) and a completed Environmental Information and Documentation Form (see Appendix F-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by SEARHC until IHS completes its compliance responsibilities and so advises SEARHC with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

9.1.7 IHS must report on vendor's activity on federally-owned or leased property. SEARHC agrees to comply with 20 U.S.C. § 107 relating to the operation of vending facilities on federal property by blind persons.

9.1.8 When planning to fund a construction project using non-IHS funds in a federal facility or on federally-owned land, SEARHC will notify IHS AANHS in order to initiate the approval process.

9.2 Leases. IHS must report on its federally-leased facilities. SEARHC agrees to notify AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where SEARHC has bought back services from IHS. IHS will annually, or upon renegotiation, provide to SEARHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to SEARHC. In administering these leases, IHS will work with SEARHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.3 Maintenance and Improvement Funds. SEARHC agrees to use maintenance and improvement funds received through this Funding Agreement in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FY 2019 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Retrocession and Discontinuance.

10.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date of a retrocession request of the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one year's notice, providing the Tribe or Village requesting retrocession, SEARHC, and IHS agree to an effective date of less than one year from the date of retrocession request.

10.2 Discontinuance. SEARHC may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and IHS. Notice must be provided one year in advance of the effective date of the request, except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and IHS.

10.3 Withdrawal Procedures.

10.3.1 Process. Unless otherwise prohibited by law, and in accordance with Section 506(g) of Title V of the Act, a Tribe or tribal organization may withdraw from a participating tribal organization, fully or partially, any program, service, function, or activity (or portions thereof) included in the Compact or Funding Agreement, and such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization provided that, in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on –

10.3.1.1 The earlier of

10.3.1.1.1 One year from the date of submission of such request; or

10.3.1.1.2 The date on which the Funding Agreement expires; or

10.3.1.2 such date as may be mutually agreed to by the Secretary, by the Indian Tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian Tribe or tribal organization.

10.3.2 Distribution of Funds. In accordance with Section 503(b) and 506(g) of the Act, when a Tribe proposing to enter into a Contract under Title I or a Compact and Funding Agreement under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own Contract or Compact and Funding Agreement, and such funds shall be removed from the Funding Agreement of the tribal organization and awarded to the Tribe upon approval of a Title I Contract or Title V Compact and Funding Agreement. IHS shall retain any funds removed, but not awarded, in a Title I Contract or Title V Compact and Funding Agreement.

Section 11 – Consolidation of Previous Funding Agreements. All previous Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable Funding Agreement for programs, activities, functions, services, materials, and facilities provided to the Tribes represented by SEARHC.

Section 12 – Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through SEARHC, as authorized by resolution, SEARHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should SEARHC determine that it wishes IHS to provide PSFAs included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from SEARHC back to IHS and the pro-rata share of funding for that program, service, function, or activity shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally-paid expenses including, but not limited to, Workers' Compensation to any Co-Signer.

12.3 Due to Addition of New Programs. Should SEARHC determine that it wishes to provide a PSFA of IHS not included in this Funding Agreement, SEARHC may submit a proposal to IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, SEARHC may submit a final offer in accordance with Title V procedures set forth in Section 507(b)–(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the Funding Agreement and, once approved by IHS, the Alaska Area Office shall prepare within 30 days an amendment to this Funding Agreement, and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. SEARHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements, and new programs for which it would have been eligible had it been administering programs under a Self-Determination Contract, rather than under the Alaska Tribal Health Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to SEARHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with SEARHC.

12.5 Other Adjustments. Upon written authorization by SEARHC and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to SEARHC, for the purpose of reimbursing IHS for services or equipment provided to SEARHC to assist SEARHC in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by SEARHC shall be submitted in writing to IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except

as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 of the Compact, or as provided above in paragraph 12.4 [Due to Availability of Additional Funding] and 12.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by SEARHC shall be processed in accordance with Sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of SEARHC shall only be required for issuing amendments for those funds which:

12.7.1.1 Require a change to Section 3 – Tribal Programs and Budget;

12.7.1.2 Require a specific commitment by SEARHC (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

12.7.1.3 Reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Due to Congressional Actions].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;

12.7.2.2 Program/Area/HQ End-of-Year Distributions;

12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, SEARHC will return the unused amount to the IHS CHEF account;

12.7.2.4 CHS Deferred Services;

12.7.2.5 Routine Maintenance & Improvement; or

12.7.2.6 Collections and Reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to SEARHC after any such funds are added to the Funding Agreement. SEARHC retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13 – Third-Party Recoveries. Any funds recovered by SEARHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by SEARHC, or for such services previously provided by IHS in a PSFA now operated by SEARHC, shall be the property of SEARHC and shall be considered program income to be utilized by SEARHC as provided in Article III, Section 7 of the Compact. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 of the Compact.

Section 14 – Memorandum of Agreement with Member Villages. Funds provided under this Funding Agreement may be allocated to and expended by an Alaska Native Village (Village) which is a party to this Funding Agreement, in accordance with the terms of the Compact, this Funding Agreement, and a Memorandum of Agreement (MOA) approved by SEARHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by SEARHC. Such an MOA may include provisions for the assignment

of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. SEARHC shall be responsible for assuring compliance by the Village with the Compact, this Funding Agreement, and the MOA.

Section 15 – Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether the health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law." 25 U.S.C. 1680c(b)(1)(B). The SEARHC Board of Directors has made such determination consistent with Section 813 and provides for its findings in Resolution No. 2007-07. Resolution No. 2007-07 is attached as Appendix B and incorporated by reference herein. SEARHC may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 2007-07. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 16 – Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)–(d) of Title V or, at SEARHC's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as Addendum 2, "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this Funding Agreement but is attached for the purpose of recording matters in dispute for future reference, discussion, and resolution, as appropriate. SEARHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 17 - Severability.

This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provisions, in accordance with the provisions of the Compact.

Section 18 – Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 5396(b), SEARHC exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act:

18.1. 25 U.S.C. § 5304(e) (definition of "Indian Tribe");
18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training, and evaluation);
18.3. 25 U.S.C. § 5322(d)(1) (related to the duty of IHS to provide technical assistance);
18.4. 25 U.S.C. § 5324(a)(1) (exemption from federal procurement and other contracting laws and regulations);

18.5. 25 U.S.C. § 5328(b) (conflicting provisions of law);
18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 - Effective Date and Duration. This Funding Agreement became effective on October 1, 2018, and will remain in effect through the 2019 Federal Fiscal Year or until a subsequent Agreement is negotiated and becomes effective, pursuant to Article II, Section 12 of the Compact.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 9/30/2018

SouthEast Alaska Regional Health Consortium
on Behalf of Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact

By: Michael E. Douglas, VP/CLO for
Charles Clement, President

Date: 9/28/2018

Addendum 2
to the FY 2019-2021 Funding Agreement
between the
Indian Health Service
and
Southeast Alaska Regional Health Consortium
Memorialization of Matters Remaining in Dispute

Pursuant to Section 16 of the FY 2019-2021 Funding Agreement between the Indian Health Service and Southeast Alaska Regional Health Consortium ("SEARHC"), this Addendum to SEARHC's FY 2019-2021 Funding Agreement memorializes disputes that arose during negotiations that could not be resolved during the negotiations or that have been identified in footnotes in previous years' Funding Agreements.

A. In prior years, Co-Signers were unable to reach agreement with IHS regarding payment of funds due after initial payment of the annual lump sum payment made under section 5.1 of the Funding Agreement. SEARHC contends that the Secretary must transfer any funds that were not paid in the initial lump sum payment no later than within 10 days after distribution methodologies and other decisions regarding payment of those funds have been made by the IHS. SEARHC further contends that those decisions should be made promptly, providing for reasonable tribal consultation, so as not to delay payment of funds due. In recent years, this dispute has expanded to include payment of funds made pursuant to Continuing Resolutions. SEARHC contends the Secretary must transfer those funds within 10 days of apportionment to the agency.

B. On August 3, 2018, SEARHC submitted a final offer regarding the base funding amount due to SEARHC in this FY 2019 funding agreement, which had been adjusted as a result of the complete withdrawal of the Yakutat Tlingit Tribe (YTT) from SEARHC that becomes effective on October 1, 2018. On September 17, 2018, IHS issued a final agency decision rejecting that final offer. The funding amounts included in the FY 2019-2021 funding agreement, including but not limited to those shown in Appendix A, therefore reflect the amounts IHS determined are appropriate pursuant to its September 17 decision. IHS agreed that nothing in this agreement shall impact SEARHC's right to challenge the September 17, 2018 decision per 25 U.S.C. § 5387, nor does entering into the severable portions of this funding agreement constitute a waiver of any such claims. IHS objected to memorializing this dispute in the funding agreement as opposed to this attachment.

SouthEast Alaska Regional Health Consortium on Behalf of Itself and Certain Alaska Native Tribes, Identified in Exhibit A of the Compact

By: Michael E. Douglas, VP/CLO for
Charles Clement, President

Date: 9/28/18

SouthEast Alaska Regional Health Consortium

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2019

Tribal Share Summary SouthEast Alaska Regional Health Consortium	FY 2019 Negotiated Amount	SEARHC Restricted	Total Due SEARHC	Initial Lump Sum Payment
Area TS Amount	$1,219,142	$50,114	$1,169,028	$1,169,028
	0		0	0
Subtotal Area TS Amount	$1,219,142	$50,114	$1,169,028	$1,169,028
Headquarters TSA Amount	$912,216	$102,563	$809,653	$809,653
Headquarters Other Program Formula (OEHE)	$14,129	$14,129	$0	$0
Subtotal Headquarters TS amounts	$926,345	$116,692	$809,653	$809,653
Total Tribal Shares	$2,145,487	$166,806	$1,978,681	$1,978,681

Driving Variables SouthEast Alaska Regional Health Consortium	FY 2019
Population (2010 Census AN/AI population)	12500
Tribes (Federally Recognized Tribes)	15
Recurring Base - FY 2013 (less VBC)	$37,518,803
Percentage of Total Area TS (of all Alaska Tribes)	8.95196%
Percentage of ATHC (of all Title V Alaska Tribes)	9.06292%
Number of MOA employees	22
Number of IPA employees	0

Individually Restricted Items outhEast Alaska Regional Health Consortiur	FY 2019
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares
SouthEast Alaska Regional Health Consortium

Line #	FY 2019 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	SEARHC AK Dist.	SEARHC Retained	SEARHC Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$12,062,677	$0		$0	$12,062,677	$1,079,845		$1,079,845
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$46,385	$46,385	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$17,625		$17,625
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$17,469	*$0*	$17,469
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$81,479	$46,385	$35,094
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(Eh	$5,941,211	$244,466		$5,127,476	$569,269	$50,961		$50,961
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$3,729	$3,729	$0
23	Health Facilities/Main./ Spec. Pro	$1,365,811	$114,204		$1,216,669	$34,938	$3,128		$3,128
24	Subtotal OEHE	$7,455,910	$451,352	$0	$6,358,692	$645,866	$57,818	$3,729	$54,088
25	TOTAL AREA OFFICE	$34,052,384	$3,345,814	$1,580,233	$15,507,619	$13,618,719	$1,219,142	$50,114	$1,169,028

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2018 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY18 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space availa

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
SouthEast Alaska Regional Health Consortium

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2019 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares SEARHC Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due	
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*	
Hospitals and Clinics														
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.			
	104	Inter-Agency Agreements				$0			$138,380	138,380	$12,541	$0	$12,541	
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.			
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$1,016	$1,016	$0	
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$18,202	$0	$18,202	
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$11,254	$0	$11,254	
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$12,769	$0	$12,769	
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$6,587	$0	$6,587	
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$2,817	$0	$2,817	
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$3,805	$0	$3,805	
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$1,022	$0	$1,022	
	118	Research Projects	x			$1,283,252			143,088	143,088	$12,968	$0	$12,968	
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$271	$0	$271	
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$18,571	$2,810	$15,762	
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$830	$0	$830	
	123	Physician Residency	x			$277,416			31,093	31,093	$2,818	$0	$2,818	
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$20,898	$0	$20,898	
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$31,199	$0	$31,199	
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$250,404	$69,612	$180,791	
	127	Evaluation	x			$1,063,992			119,272	119,272	$10,810	$0	$10,810	
	128	National Indian Health Board	x			$459,114			51,111	51,111	$4,632	$0	$4,632	
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$10,224	$0	$10,224	
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$3,789	$0	$3,789	
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$13,716	$0	$13,716	
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$7,638	$0	$7,638	
	133	Health Records	x			$136,277			12,043	12,043	$1,091	$0	$1,091	
	134	AIDS Program	x			$422,971			78,823	78,823	$7,144	$0	$7,144	
	135	Handicapped Children	x			$346,083			40,775	40,775	$3,695	$0	$3,695	
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$83,917	$23,329	$60,588	
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$10,438	$0	$10,438	
Dental Health										-				
	201	IHS Dental Program	x			$1,705,120			$203,673	203,673	$18,459	$0	$18,459	
	202	IHS Dental Program- Program formula		x		$5,269,192					$0	$0	$0	
Mental Health														
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$15,794	$0	$15,794	
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$6,356	$0	$6,356	
	303	National Conference	x			$107,552			$11,990	11,990	$1,087	$0	$1,087	
Alcohol/Sub. Abuse														
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$46,821	$0	$46,821	
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$4,391	$0	$4,391	

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
SouthEast Alaska Regional Health Consortium

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2019 TSA Pool	Chickaloon inc in All AK	Knik	All Alaska in All AK	ATHC Eligible Shares Total ATHC TS	SEARHC Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$32,740	$0	$32,740
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$9,351	$0	$9,351
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$11,582	$0	$11,582
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$24,275	$0	$24,275
Direct Operations													
	1301	Direct Operations	x			$16,564,335			$1,545,170	1,545,170	$140,038	$0	$140,038
	1301a	Direct Operations- OIT	x						$303,120	303,120	$27,471	$5,796	$21,675
	1302	Direct Ops Dental	x			$800,000			$96,936	96,936	$8,785	$0	$8,785
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$2,312,098				$344,599	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,569,222				$209,781	$9,866	$9,866	$0
	2403	Facilities & Property Support		x		$2,269,845				$225,735	$40	$40	$0
	2404	Facilities Engineering Support		x		$1,359,652				$0	$0	$0	$0
	2405	Engineering Services Support		x		$479,120				$102,635	$4,223	$4,223	$0
TOTAL TSA AMOUNT						$87,319,997	$0	$0	$9,853,259	$9,853,259	$892,993	$102,563	$809,653
TOTAL PROGRAM FORMULA AMOUNT						$19,264,657				$1,584,196	14,129	$14,129	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$108,387,015				$11,649,562	$926,345	$116,692	$809,653

Column 1 - All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS September, 2017).
Column 2 -All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS September, 2017).
Includes Chickaloon, Knik and All Alaska HQE TS. Does not include T-I shares.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2017 will be added when rec.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **SouthEast Alaska Regional Health Consortium** **58G950017**

Contract/Compact Period **October 1, 2018 through September 30, 2019**

Initial Negotiated Annual Funding Agreement							
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.089519552		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$19,033,365		$318,110	$468,299	($1,244,270)	$18,575,504
2	Dental	$1,580,434		$18,753	$18,459	$0	$1,617,646
3	Mental Health	$328,368		$115,581	$23,237		$467,186
4	Alcohol & Substance Abuse	$2,351,664		$76,638	$51,212		$2,479,514
5	Public Health Nursing	$49,350		$10,972	$9,351		$69,673
6	Health Education	$114,580		$22,485	$11,582		$148,647
7	Community Health Representativ	$332,143		$8,285	$24,275		$364,703
8	Immunization (AK only)	$11,315		$31,162	$0	$0	$42,477
9	Direct Operations	$63,820		$382,839	$170,498		$617,156
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$23,865,039	$0	$984,824	$776,913	($1,244,270)	$24,382,506
15	Purchased/Referred Care	$13,896,073		$130,115	$32,740		$14,058,928
16	Operational Cost for Tribal Clinics	$144,172					$144,172
17	Environmental Health Support	$143,692		$50,961		$0	$194,653
18	Facilities Support	$0		$3,128			$3,128
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$1,187,681		$0		$1,187,681
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment	$28,760	$235,852				$264,612
24	TOTAL, Facilities	$172,452	$1,423,534	$54,088	$0	$0	$1,650,074
25	Current year CSC Direct	$3,558,827					$3,558,827
26	Current year CSC Indirect		$16,562,938				$16,562,938
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$3,558,827	$16,562,938	$0	$0	$0	$20,121,765
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$41,636,563**	**$17,986,472**	**$1,169,028**	**$809,653**	**($1,244,270)**	**$60,357,445**

Footnotes:

The FA program funding amount in column 1 and 2 are as of ORD 12 dated 9/24/2018

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustn with Sec. 4 of the FA.

SouthEast Alaska Regional Health Consortium
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **No** (Yes or no)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **yes** (Yes or no)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs	$3,486,557	$65,780	$9,937	$3,562,274	$296,856	$1,187,425
Other	$216,838		$618	$217,456	$18,121	$54,364
Village Clinic Leases	$7,424		$21	$7,445	$620	$2,482
SUBTOTAL H & C	$3,710,819	$65,780	$10,576	$3,787,175	$315,598	$1,244,270
DENTAL						
IPA/MOA personnel costs		$0	$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases 1/			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL ENVIRONMENTAL HLTH	$0	$0	$0	$0	$0	$0
Withhold Total	**$3,710,819**	**$65,780**	**$10,576**	**$3,787,175**	**$315,598**	**$1,244,270**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 r

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Ag

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is

1/ Withhold for leasese including Kasaan , Klukwan and Pelican village

Appendix B

Resolution No. 2007-07

RESOLUTION No. 2007-07

SUBJECT: Southeast Alaska Regional Health Consortium Services for Non-Eligible Individuals for purposes of satisfying section 813 of the Indian Health Care Improvement Act, P.L. 94-437 (as amended)

1. *Whereas*, the SouthEast Alaska Regional Health Consortium ("SEARHC") is a Tribal Organization established to provide health care services in Southeast Alaska by resolution of the governing bodies of eighteen Tribes; and

2. *Whereas*, SEARHC is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended; and

3. *Whereas*, pursuant to the Alaska Tribal Health Compact and funding agreements negotiated annually there under with the Indian Health Service ("IHS"), SEARHC carries out the programs, services, functions, and activities ("programs") of the IHS, which include the Mt. Edgecumbe Hospital, the Juneau Medical Center, the Kake Health Center, the Haines Medical Clinic, the Alicia Roberts Medical Center, various other community health programs, facilities and clinics in Southeast Alaska, various behavioral health programs, air medical service, and various other health related programs; and

4. *Whereas*, Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, ("Section 813"), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" ("non-beneficiaries"), 25 U.S.C. § 1680c(b)(1)(B); and

5. *Whereas*, Section 813 provides that in making such a determination, the governing body of the Tribal Organization shall "take into account" whether the provision of health care services to such individuals will result in the denial or diminution of health services to Alaska Natives or American Indians, and whether there are reasonable non-SEARHC health facilities or services available to meet the health needs of such individuals; and

6. *Whereas*, the governing body of SEARHC is its Board of Directors ("the Board"), consisting of 18 tribally-elected representatives; and

7. *Whereas*, the Board has carefully considered the factors identified in Section 813 and the status of services available to non-beneficiaries in each location SEARHC serves, including Hoonah where SEARHC assumed responsibilities for operation of all Indian health programs from the Indian Health Service, effective October 1, 2009, and has made the following determinations:

REASONABLE ALTERNATIVES BY LOCATION

8. *Whereas*, the communities of Southeast Alaska, served by SEARHC, are not all linked by roads; travel between those communities is expensive, time-consuming and difficult, and at times not possible at all due to weather and flight or sea conditions, thus restricting the health facilities reasonably available to those in each individual community; and

9. *Whereas*, the Board has examined the availability of health services in each of the communities in Southeast Alaska and made the following determinations; and

Craig and Klawock

10. *Whereas*, Craig and Klawock are geographically isolated and there are limited non-SEARHC health facilities or services, services to non-beneficiaries may be provided when there is no other provider available due to the absence of other providers or the inability of non-SEARHC health provider(s) to give necessary services to non-beneficiaries; and

Other Communities of Prince of Wales Island, Tenakee Springs, Angoon, Haines, Kake, Pelican, Hoonah, and Klukwan

11. *Whereas*, in other communities on Prince of Wales Island, and in Tenakee Springs, Angoon, Haines, Kake, Pelican, Hoonah, and Klukwan, due to geographical isolation and the absence of other health facilities and services, the Board has determined that there are no reasonable non-SEARHC health facilities or services available within these communities to meet the health needs of non-beneficiaries; and

Yakutat

12. *Whereas*, Yakutat is a geographically isolated community without road access to other communities; and

13. *Whereas*, the Yakutat Tlingit Tribe, which is a Co-Signer to the Alaska Tribal Health Compact, has determined, using the factors identified in Section 813, that ineligible persons may be provided services in Yakutat; and

14. *Whereas*, at the request of the Yakutat Tlingit Tribe, SEARHC provides health services which uniquely supplement services provided in the facilities managed by Yakutat Tlingit Tribe under its Public Law 93-638 agreement; and

15. *Whereas*, Yakutat is geographically isolated and there are limited health facilities or services other than those provided by other IHS funded tribal health programs and by SEARHC, services to non-beneficiaries may be provided when there is no non-tribal provider available due to the absence of other providers or the inability of non-tribal health provider(s) to give necessary services to non-beneficiaries; and

Metlakatla

16. *Whereas*, SEARHC provides field clinics and other services not locally available at sites throughout Southeast Alaska, including Metlakatla, at facilities operated by other Tribes under a P.L. 93-638 contract or compact with the IHS or made available to such entities for the delivery of health programs and the respective Tribe managing the facility at which SEARHC holds the field clinic has determined that there is no non-Tribally operated health facility or service reasonably available to non-beneficiaries; and

Petersburg and Wrangell

17. *Whereas*, the Board has determined that Petersburg and Wrangell are geographically isolated communities without road access to other communities; and

18. *Whereas*, the Board has determined that, although each community has a hospital facility, those facilities are limited in their scope of services due to their small size and local conditions, and that the number of practitioners in the community is small and does not include resident specialists; and

19. *Whereas*, SEARHC provides specialty clinics in Petersburg and Wrangell that provide specialty services beyond the scope of practice of the providers who are resident in each of the two communities and the two hospitals; and

20. *Whereas*, providers in Petersburg and Wrangell refer patients to the SEARHC specialty clinics in situations in which the patient cannot reasonably receive necessary care if the patient is not seen at a SEARHC specialty clinic; and

21. *Whereas*, when a referral is made as described above, the Board has determined that specialty clinics provided in these two communities may be made available to non-beneficiaries; and

Sitka

22. *Whereas*, SEARHC is a comprehensive provider of health services in Sitka, where the Mt. Edgecumbe Hospital and various other residential and outpatient services operated by SEARHC are located; and

23. *Whereas*, notwithstanding the presence of the Sitka Community Hospital and other providers in Sitka, non-SEARHC providers often refer patients to the Mt. Edgecumbe Hospital under circumstances where the referring health provider has determined that alternative care sufficient to meet the needs of the patient are not reasonably available; and

24. *Whereas*, the services available from providers other than SEARHC are historically variable in Sitka and those currently unavailable are identified in Appendix A, which is attached and incorporated by reference and will be updated as the availability of non-SEARHC services changes; and

25. *Whereas*, patients are sometimes routed to Mt. Edgecumbe Hospital or transferred from the Sitka Community Hospital emergency room to the Mt Edgecumbe Hospital Emergency Room when the Sitka Community Hospital lacks the resources to provide necessary care; and

26. *Whereas*, non-beneficiary patients who arrive at Mt. Edgecumbe Hospital under conditions that require screening and treatment to alleviate emergency conditions may require hospitalization or continued treatment at Mt. Edgecumbe Hospital until the course of treatment for the emergency condition is completed; and

27. *Whereas*, non-beneficiary patients with unique health care needs that cannot be met by any of the non-SEARHC providers in the community may receive care from SEARHC practitioners or in SEARHC facilities in Sitka; and

28. *Whereas*, when a non-SEARHC health care provider requests a patient be treated by a SEARHC provider because the non-SEARHC health care provider has lost the ability, even temporarily, to provide services to the non-beneficiary, then services may be provided by SEARHC to the non-beneficiary; and

Specialized Health Promotion and Disease Prevention Services

29. *Whereas*, in the communities of Southeast Alaska served by SEARHC but outside of Sitka, non-SEARHC providers sometimes refer patients to SEARHC facilities for services where the non-SEARHC healthcare provider has determined that alternative care sufficient to meet the needs of the patient are not reasonably available; and

30. *Whereas*, Whereas, SEARHC provides community-based sanitation, injury prevention programs, training and other support for village workers responsible for the local water supply, including adding and monitoring fluoride in the water system in the communities of Angoon, Craig, Haines, Hydaburg, Kake, Kasaan, Klawock, Klukwan, Pelican, Petersburg, Skagway, Tenakee, Thorne Bay, Wrangell, and thus provides these services to non-beneficiaries present in the community since there are no non-SEARHC providers of such services in the communities and the services are not divisible; and

Employee Services

31. *Whereas*, at all locations, including the Mt. Edgecumbe Hospital and the Juneau Medical Center, SEARHC provides limited health screening and preventive health services, such as tuberculosis testing and flu shots to its beneficiary and non-beneficiary employees in order to ensure the safety of SEARHC's patients and compliance with accreditation requirements, and treatment for minor on-the-job injuries when such injuries require urgent or emergency treatment or require only short intervention, in order to keep such employees working at their health services or health support duties when otherwise they would necessarily leave the workplace to be treated; and

SCOPE OF SERVICES THAT MAY BE PROVIDED

32. *Whereas*, except as expressly limited herein, the Board has determined that services under this resolution may be provided by SEARHC physicians, community health aides and practitioners, and other SEARHC providers and support staff; and

33. *Whereas*, these providers include not only SEARHC employees, but also health professionals with whom SEARHC contracts and those from the Alaska Native Medical Center or other tribal health programs who generally will see non-beneficiaries as requested by SEARHC on the same basis as SEARHC employed providers; and

34. *Whereas*, the type and extent of services provided to non-beneficiaries may vary from community to community at the discretion of the SEARHC CEO, who shall consider the extent of the need for services, whether there has been any change in the availability of non-SEARHC health facilities or services, and whether providing the service will cause diminishment in the availability of services to beneficiaries; and

35. *Whereas*, health services may be provided in any community served by SEARHC in which a service SEARHC offers is not available to non-beneficiaries because no other provider offers it and upon referral from local providers in situations in which the patient cannot reasonably receive necessary care if the patient is not treated by SEARHC; and

36. *Whereas*, when diagnostic services that do not require the patient to leave a community, such as taking laboratory samples, reading electrocardiograms, radiographs, and other diagnostic procedures, are required incident to a service to a non-beneficiary in a

community, in order to assure that necessary follow-up occurs properly, such diagnostic services may be provided by SEARHC relying on the same protocols that would have been followed had the patient been a beneficiary; and

DIMINUTION OF SERVICES

37. *Whereas*, non-beneficiaries make up a small percentage of the patients receiving care from SEARHC facilities and practitioners, the SEARHC Board has determined that services provided to non-beneficiaries at SEARHC's facilities or by SEARHC's providers, to the extent described in this resolution, will not result in the denial or diminution of services to IHS beneficiaries; and

38. *Whereas*, SEARHC has established billing and collection procedures to ensure that non-beneficiaries are billed in an amount that results in recovery of actual costs for the health services they receive at SEARHC facilities or through SEARHC providers; and

39. *Whereas*, SEARHC has entered into agreements to ensure payment for services offered to indigent non-beneficiaries as required by Section 813; and

40. *Whereas*, the Board has determined that each of the conditions of Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, is satisfied; and

RESOLUTION

1. ***Now therefore be it resolved***, that the Board of Directors of SEARHC authorizes the extension of health services to non-beneficiaries in Southeast Alaska, as provided in this resolution; and

2. ***Be it further resolved***, that the President/CEO, or his or her designee, is authorized and is directed to limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service; and

3. ***Be it further resolved***, that this Resolution supersedes and replaces Resolution # 02-09 entitled SouthEast Alaska Regional Health Consortium Services to Non-Beneficiaries dated July 19, 2002 addressing prior SEARHC services to non-eligible individuals.

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 07-07, considered by the SEARHC Board of Directors at a duly convened meeting held on June 22, 2007 at Haines, Alaska, at which a quorum was present and that this Resolution was approved.

Adopted this 22d day of June, 2007.

s/

Amber Matthews
Title: Secretary pro tem
SEARHC Board of Directors

ATTEST

/s/ 6/22/07
Jan Hill Date
Chairperson

CERTIFICATION

I hereby further certify that the foregoing was considered and revised by the SEARHC Board of Directors at a duly convened meeting held on April 11, 2008 at Sitka, Alaska, at which a quorum was present and that this Resolution was revised.

/s/
Jeanette Ness
Title: Secretary
SEARHC Board of Directors

ATTEST

/s/ 4/11/08
Jan Hill Date
Chairperson
SEARHC Board of Directors

CERTIFICATION

I hereby further certify that the foregoing was considered and revised by the SEARHC Board of Directors at a duly convened meeting held on 10/30, 2009, at which a quorum was present and that this Resolution was revised.

Davina Brock
Davina Brock
Title: Secretary
SEARHC Board of Directors

ATTEST

Victoria Demmert 10-30-09
Victoria Demmert Date
Chairperson
SEARHC Board of Directors

Appendix C

FY 2016 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM FOR FY 2016

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of SEARHC under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with SEARHC's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2014, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by SEARHC to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent

federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by SEARHC or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L.93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office. (Surcharge funded services are also provided as needed and are noted with an asterisk (*))	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including those in support of Tribally managed programs.
2. Maintain or develop Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.
4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.
5. Provide assistance to tribally managed facilities in acquiring excess federal property.*
6. Maintain the federal property inventory process including excess and disposal.
7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.
8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.*
9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.
10. Provide technical assistance to Tribally managed facilities on procurement issues.
11. Maintain the federal credit card program.
12. Privacy Act and Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $44 million).

c. Directly allocate IHS resources (currently approximately $15 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. Realty: PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 490 federal (includes 190 IPA & 300 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations

and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 430 federal employees employed either directly or through Civil Service IPAs (130) or Commissioned Corps MOAs (300):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit

programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 300 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 14 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

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3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2012, the Alaska Area received in excess of $5.1 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
for Alaska Area Native Health Service, IHS

Date: 4 MAR 16

SouthEast Alaska Regional Health Consortium
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A to the Compact.

By: _____
Charles Clement, President

Date: 2/2/16

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Southeast Alaska Regional Health Consortium

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Southeast Alaska Regional Health Consortium (hereinafter "SEARHC") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), SEARHC has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by SEARHC on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to SEARHC shall be determined under section 2 below. SEARHC's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. SEARHC may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, SEARHC may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by SEARHC.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year

as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to SEARHC.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services SEARHC proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent SEARHC from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by SEARHC and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by SEARHC.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to SEARHC under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there

shall be no additional overhead, user or administrative charges or assessments for providing services to SEARHC.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of SEARHC. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by SEARHC and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. SEARHC assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by SEARHC shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of SEARHC.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by SEARHC under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The SEARHC is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of

Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. SEARHC agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs

associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged SEARHC for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to SEARHC of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by SEARHC authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services SEARHC proposes to purchase from the IHS. In such case, no monthly payments are due from SEARHC. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to SEARHC and adjustments in the amount of withhold or payments needed to pay for all services SEARHC has purchased, or proposes to purchase, will be made to the IHS by SEARHC. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount SEARHC hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold

under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount SEARHC hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment: The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to SEARHC of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from SEARHC for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to SEARHC due to Congress authorizing continuing resolutions or other delays in making lump sum payments to SEARHC.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to SEARHC within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and SEARHC will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to SEARHC, any over recovery by the IHS must be returned to SEARHC and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by SEARHC.

3.3.2 For Administrative Surcharge.

3.3.2.1 **Use and Rebate.** The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 **Adjustment in Estimated Monthly Payment.** In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from SEARHC.

3.4 Use of Other Funds Due SEARHC to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 **Avoiding Default.** Default may be avoided to the extent funds are held by the IHS from other funds due to SEARHC, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 **Recoupment.** Any amount due to the IHS by reason of SEARHC's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to SEARHC under this funding agreement.

3.4.3 **Full Year Withhold as Penalty for Default.** Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by SEARHC under this Agreement in a manner agreeable to SEARHC and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, SEARHC may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. SEARHC shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding

Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 15 Oct 08

Southeast Alaska Regional Health Consortium
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Roald Helgesen, President

Date: 9/19/2008

By: _____
Jan Hill, Chair

Date: _____

Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 15 Oct 08

Southeast Alaska Regional Health Consortium
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
Roald Helgesen, President

Date: _____

By: Janice Hill
Jan Hill, Chair

Date: 9-18-08

SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM
FUNDING AGREEMENT
APPENDIX E – HEALTH FACILITIES AND LOCATIONS
FY 2019

Facilities Operated by SEARHC:

Alicia Roberts Medical Center, 7300 Klawock-Hollis Hwy., Klawock, AK 99925
Angoon Health Center, 725 Relay Road, Angoon, AK 99820
Ethel Lund Medical Center, 1200 Salmon Creek Lane, Juneau, AK 99801
Hydaburg Health Center, PO Box 69, 8th Street Extension, Hydaburg, AK 99922
Kake Health Center, PO Box 605, 105 Totem Way, Kake, AK 99830
Kasaan Health Center, 100 Clinic Way, Kasaan, AK 99950
Klukwan Health Center, #11 Chilkat Avenue, Klukwan, AK 99827
Lynn Canal Counseling, 16 Main Street, Haines, AK 99827
Haines Medical Clinic, 131 1st Avenue South, Haines, AK 99827
Haines Dental Clinic, 216 Dalton Street, Suite 102, Haines AK 99827
Pelican Health Center, PO Box 101, 167 Salmon Way, Pelican, AK 99832
SEARHC Administration Building, 3100 Channel Drive, Juneau, AK 99801
SEARHC Community Family Services/PRC, 202 Gjoa Street, PO Box 1769 Petersburg, AK 99833
SEARHC Dental Clinic, 3245 Hospital Drive, Juneau, AK 99801
SEARHC Behavioral Health, 1046 Salmon Creek Lane, Juneau AK 99801
SEARHC Juneau Warehouse, 5721 Concrete Way, Juneau, AK 99801
SEARHC Medevac/Air Medical Services Program, 551 Airport Road, Sitka, AK 99835
SEARHC Mt. Edgecumbe Hospital Campus (including all physical structures on the campus under use permit to SEARHC), 222 Tongass Drive, Sitka, AK 99835
SEARHC Prince of Wales Eye Clinic, PO Box 89, 6488 Klawock-Hollis Highway #4, Klawock, AK 99925
SEARHC Raven's Way Facilities, Biorka Island, City & Borough of Sitka
Sitka Medical Center, 700 Katlian St., Suite E, Sitka, Alaska 99835
Sitka Physical Therapy, 700 Katlian St., Suites D and F, Sitka, AK 99835
Thorne Bay Health Clinic, 120 Freeman Drive, Thorne Bay, Alaska, 99919
Hoonah Health Center, 490 Gartina Highway, Hoonah, AK 99829
AICS Administration Building, 219 Front Street, Wrangell, AK 99929
AICS Behavioral Health Lynch St, 110 Lynch Street, Wrangell, AK 99929
AICS Behavioral Health/Crossings, 110 Lynch Street, Wrangell, AK 99929
AICS Coffman Cove, 105 NW Kodiak Drive, Coffman Cove, AK 99918
AICS Community Behavioral Health and Substance Abuse, 333 Church Street, Wrangell, AK 99929
AICS Dental Clinic, 22 Front Street, Wrangell, AK 99929
AICS Edna Bay Clinic, Sunrise Lodge, Edna Bay, AK 99901
AICS Excursion Inlet, Cannery Site, Excursion Inlet, AK 99850
AICS Gustavus Community Clinic, 42 Dolly Varden Lane, Gustavus, AK 99826
AICS Health Promotion, 215 Front Street, Wrangell, AK 99929

AICS Home & Community Based Waiver Services, 202 St. Michaels Street, Wrangell, AK 99929
AICS Medical Clinic, 232 Wood Street, Wrangell, AK 99929
AICS Naukati Clinic, Naukati Community Church, Naukati, AK 99950
AICS Pharmacy, 333 Church Street Suite 1, Wrangell, AK 99929
AICS Point Baker Clinic, Community Building, Point Baker, AK 99927
AICS Port Protection Clinic, Community Building, Port Protection, AK 99950
AICS Whale Pass Clinic, Community Building, Whale Pass, AK 99950
Front Street Clinic, 225 Front Street, Juneau, AK 99801
Sitka Medical Center Express Care Clinic, 814 Halibut Point Road, Sitka, AK 99835
Craig Express Care Clinic, 333 Cold Storage Road, Suite 203, Craig, AK 99921
Craig Behavioral Health, 333 Cold Storage Road, Craig, AK 99921/501 Main Street, Craig, AK 99921

Other Tribal Facilities:

SEARHC services are also provided in facilities operated by tribal entities other than SEARHC:

Ketchikan Indian Community Tribal Health Clinic:
2960 Tongass Avenue, Ketchikan, AK 99901

Metlakatla Indian Community:
Annette Island Health Center, PO Box 439, Metlakatla, AK 99926

Other Locations:

In addition to the tribal facilities outlined above, from time to time, SEARHC provides medical, dental, health promotion, and care coordination services at sites outside of SEARHC and tribal facilities. The following sites are identified:

Angoon School, 500 Katanook Way, PO Box 109, Angoon, AK 99820
Angoon – 727 Aandeina St., Angoon, AK 99820
Angoon Senior Center, Angoon, AK 99820
Auke Bay Elementary School, 11880 Glacier Highway, Juneau, AK 99801
Baranof Elementary School, 307 Baranof, Sitka, AK 99835
Bartlett Regional Hospital, 3260 Hospital Drive, Juneau, AK 99801
Chilkat Valley Preschool, 221 1st Ave, Haines, AK 99827
Craig Elementary 100 School Road Upper Craig, AK 99921
Craig High School 100 Panther Way Craig, AK 99921
Craig -- Second & Main St. Craig, AK 99921
Craig – 1330 Craig/Klawock Highway, Craig, AK 99921
Dahl Memorial Clinic, PO Box 537, 350 14th Street, Skagway, AK 99840
Dimond Park Aquatic Center, 3045 Riverside Drive, Juneau, AK 99801
Dzantik'I Heeni Middle School, 10014 Crazy Horse Drive, Juneau, AK 99801
Evergreen Elementary School, 350 Bennett Street, Wrangell, AK 99929

Floyd Dryden Middle School, 3800 Mendenhall Loop, Juneau, AK 99801
Gastineau Elementary School, 1507 Third Street, Douglas, AK 99824
Haines Alaska Native Brotherhood Hall, 111 1st Ave Haines, AK 99827
Haines Assisted Living, 219 Union Street, Haines, AK 99827
Haines Library 111 3rd. Ave. S. Haines, AK 99827
Haines Grocery Stores, Haines AK 99827
Haines Borough Schools, PO Box 1289, Haines, AK 99827
Haines Chilkat Center for the Arts, Haines, AK 99827
Haines Senior Center, 1st Avenue South, Haines, AK 99827
Haines Soboleff-McRae Veterans Village and Wellness Center, Haines, AK 99827
Haines Facility, 822 Spruce Grove Road, Haines, AK 99827
Harborview Elementary School, 1255 Glacier Avenue, Juneau, AK 99801
Hoonah City School, PO Box 157, Hoonah, AK 99829
Hoonah – 300 B Front St., Hoonah, AK 99829
Hoonah Forest Service Bunkhouse, 438 Airport Road, Hoonah, AK 99829
Hoonah Senior Center, 310 Douglas Drive, Hoonah, AK 99829
Hoonah Youth Center, 299 Harbor Dr, Hoonah AK 99829
Hydaburg School, 100 Totem Pole Lane, Hydaburg, AK 99922
Juneau Alaska Native Brotherhood Hall, 320 W. Willoughby Ave. #100 Juneau, AK 99801
Johnson Youth Center, 3252 Hospital Drive, Juneau, AK 99801
Juneau Alliance for Mental Health, Inc., 3406 Glacier Highway, Juneau, AK 99801
Juneau Douglas High School, 1639 Glacier Avenue Juneau, Alaska 99801
Juneau Yaakoosgé Daakahídi Alternative High School, 1591 Glacier Avenue, Juneau, AK 99801
Juneau Pioneers' Home, 4675 Glacier Highway, Juneau, AK 99801
Juneau Teen Center, 10014 Crazy Horse Drive, Juneau, AK 99801
Kake Community School, PO Box 450, Kake, AK 99830
Kake Culture Camp, riverbank, Kake AK 99830
Kake Facility, 175 Library Place, Kake, AK 99830
Kake Salvation Army, PO Box 300, Kake AK 99830
Kake Senior Center, 177 Totem Way, Kake AK 99830
Kasaan School, 117 Kasaan St. Kasaan, AK 99924
Keet Gooshi Heen Elementary School, 307 Kashevaroff Street, Sitka, AK 99835
Ketchikan General Hospital, 3100 Tongass Avenue, Ketchikan, AK 99901
Ketchikan Public Health Center 3054 Fifth Ave Ketchikan, AK 99901
Klawock School 100 Bayview Blvd. Klawock, AK 99925
Klawock Senior Services Center, 465 Summit Drive, Klawock, AK 99925
Klawock – 6710 Hemlock St., Klawock, AK 99925
Klawock Public Library, 615 N. Park Ave. Klawock, AK 99925
Klukwan ANB/ANS Hall, Klukwan, AK 99925
Klukwan Culture Camp, riverbank Klukwan, AK 99925
Klukwan Jilkaat Kwaan Heritage Center, Klukwan, AK 99925
Klukwan School, Mile 22 Haines Hwy, Klukwan, AK 99925
Mendenhall River School, 9001 Mendenhall Loop Road, Juneau, AK 99801
Mt. Edgecumbe High School, 1330 Seward Avenue, Sitka, AK 99835

Pacific High School, 509 Lincoln Street, Sitka, AK 99835
Pelican Schools, Pelican, AK 99832
Petersburg Medical Center, PO Box 1769, 103 Fram Street, Petersburg, AK 99833
Sealaska Corporation, One Sealaska Plaza, Juneau, AK 99801
Sitka Alaska Native Brotherhood/Sisterhood Hall, Katlian Street, Sitka AK 99835
Sitka Blatchley Middle School, 601 Halibut Point Road Sitka, AK 99835
SAFV Shelter, 207 Seward Street, Sitka, AK 99835
Sitka Boys and Girls Club, 110 College Drive Sitka, AK 99835
Sitka High School, 1000 Lake Street, Sitka, AK 99835
Sitka Community Hospital, 209 Moller Drive, Sitka, AK 99835
Sitka Pioneers' Home, 120 Katlian Street, Sitka, AK 99835
Sitka Public Health Center, 210 Moller Drive, Sitka, AK 99835
Sitka – 801 Lincoln St., Sitka, AK 99835
Tenakee Springs Community Center, W Tenakee Ave, Tenakee AK 99841
Tenakee Health Clinic, D St, Tenakee, AK 99841
Thorne Bay School, 1010 Sandy Beach Road, Thorne Bay, AK 99919
Thunder Mountain High School, 3101 Riverside Drive, Juneau, AK 99801
Tlingit-Haida Central Council, 320 W. Willoughby Ave., Suite 300, Juneau, AK 99801
Wild Flower Court, 2000 Salmon Creek Lane, Juneau, AK 99801
Wrangell ANB/ANS Hall, Wrangell AK 99929
Wrangell High School, 312 Reid Street, Wrangell, AK 99929
Wrangell Medical Center, 310 Bennett Street, Wrangell, AK 99929
Juneau-Douglas, 201 Cordova Street, Juneau AK 99801
Juneau-Gastineau, 10014 Crazy Horse Drive, Juneau, AK 99801
Juneau Faith Lutheran, 2500 Sunset Drive, Juneau, AK 99801
Juneau-Salmon Creek, 4675 Glacier Highway, Juneau, AK 99801
Juneau-Valley, 4207 Mendenhall Loop Road, Juneau, AK 99801
University of Alaska Southeast, 1332 Seward St., Sitka, AK 99835
Vocational Training & Resource Center, 2329 Hospital Drive, Juneau AK 99801

Other locations throughout Southeast Alaska which might include public schools, domestic violence shelters and other settings.

Appendix F-1

Certification for New/Replaced/Added Space

IHS Area: Alaska

Certification for New /Replaced/Added Space
Agency-Related Program Space

Inclusion Criteria: Having space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.

1)	Tribe or Tribal Organization:	

Check one

☐ NEWLY ACQUIRED BUILDING
Not replacing or adding to a building already in the M&I/Equipment database.

☐ REPLACED EXISTING BUILDING
Replacing a building already In the M&I/Equipment dal abase. At the end of this form identify the existing building that was/is being replaced. Describe new building below.

☐ ADDED SPACE TO EXISTING BUILDING
Adding space to building already in the M&I/Equipment database. At the end of this form, Identify existing building being added to. Include only increased amount of space below.

Describe the space proposed to be added into the M&I/E Inventory. For additions to existing buildings, only include the additional space here. Existing building will be identified at the end.

2)	Identification of building meeting inclusion criteria above (name, number etc). Write In "ADDITION" when applicable.		
3)	Location of building (city, state, etc). Leave blank for additions.		
4)	Ownership of building (tribe, private, other). Include lease/rental type where applicable.		
5)	Building construction type. Choose from: trailer. fire resistant, masonry with wood, wood frame.		
6)	Gross square meters of addition or entire building. as applicable.		gsm
7)	Gross square meters or-actual space in use by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
8)	Annual average hours of use per week by IHS-funded health programs under PL 93-638 and primarily used by IHS-funded staff.		gsm
9)	Maintenance and repair funds currently provided under contract budget, either specifically or part of rental/lease payments.		$

10)	Briefly describe below the health services provided under the PL 93-638 contract:

Checklist of certifications to attach for space proposed to be added into the M&I/E Inventory.

	BUILDING CODES and STRUCTURAL Attach Certificate of Occupancy or other evidence of meeting national building codes, satisfactory structural condition, and safety standards.	Cost to bring to Standard:	$
	SEISMIC (BARTHQUAKE) Attach seismic survey if applicable; Otherwise, provide basis for exemption..	Cost to bring to Standard:	$
	ENVIRONMENTAL Attach environmental assessment, Including of land.	Cost to bring to Standard:	$
	AS-BUILT SCALE DRAWING Attach as-built scaled drawing. Use metric units and scale.	Cost to bring to Standard:	$

Certified by:	Date:
Mailing Address:	
Phone with area code:	FAX number
E-mail address:	

For replacements and additions, identify existing building below.

11)	Identification of existing building which is being replaced or being added on to. (name, number. etc).	
12)	Location of existing building (city. state, etc).	

Aoppendix F-2

Energy Report

ALASKA AREA Energy Report

SERVICE UNIT:

Facility/Campus Name:

Current Reported SF:

FY 2006	Electricity (KWH)	Electricity Cost	Oil (Gal)	Oil Cost	Natural Gas (kft^3)	Natural Gas Cost	Other Source	Other Cost	Water (Gallons)	Water Cost
October										
November										
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										

Service Unit Facility Manager

Date

Appendix F-3

Final Real Property Closeout and Interim Real Property Status Report

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, "*Project Name*"
FINAL REAL PROPERTY CLOSEOUT REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Final Real Property Project Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. **Project Summary**

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. **Project Milestones/Timelines**

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. **Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)**

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

6. **Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)**

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

7. **Buildings (Building Number and Description as identified in the IHS Real Property Inventory).** *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system). *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. Construction

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. Equipment:

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. Post-Construction

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. **Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).**

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter if appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

CHIEF FINANCIAL OFFICER CERTIFICATION:

"I certify that the capitalized and expenses amounts for this final report were extracted from the attached General Ledger Summary. A successful independent audit of the organization was conducted in accordance with the Single Audit Act for the period in which the project was awarded and funded improvements completed. This information will enable the Indian Health Service to carry out its responsibilities under the Chief Financial Officers Act for reporting capital improvements made to federal facilities."

Date: _____

Type Name of Chief Financial Officer
Type Name of Tribe/Tribal Organization

TRIBE/TRIBAL ORGANIZATION LETTERHEAD

(SAMPLE FOR ILLUSTRATIVE PURPOSES ONLY-Site, Cost & descriptive items are fictional)

DATE:

FROM: _____ Health Corporation
Facilities Manager

SUBJECT: _____ Hospital, _____, Alaska
PROJECT NO. AN2@@038H6, *"Project Name"*
INTERIM REAL PROPERTY STATUS REPORT

TO: Area Realty Management Officer
Alaska Area Native Health Service

Through: ANTHC/DEHE Project Engineer _____

This Interim Real Property Status Report provides an overview of the project summary, space allocation, appropriations, project milestones, and project costs including common costs and costs associated with land improvements, construction, equipment, and post-construction.

1. Project Summary

This project requested M&I funding to renovate the _____ Hospital's Information System Department computer room. Under this project, the computer room was expanded into adjacent space to meet the needs of computer equipment and new air conditioning equipment. A new UPS system was installed and sized to allow for anticipated growth of the department. The design of these modifications has already been accomplished through a contract with a mechanical engineering firm.

2. Space Allocation

Type of Space	Gross Sqft.	Gross SqM
No square footage was added during this project		
If Space is added, identify current building or provide new building description and use		
Total Space		

3. Appropriations (Total Revenue)

Appropriation Type	Amount
M&I Amount	$
Third Party Collections	$
Other Sources of Funds Identify: Tribe/TO Contributions (Attach Gifting Letter and Approval)	$
Sub-Total	$
Unused, held for future project	$
Total Appropriations	$

4. Project Milestones/Timelines

Milestone	Date Achieved
Project Start	
Facility Placed in Service	
Project Completed	
(List other milestones if applicable)	

5. Common Costs (i.e., Costs for studies, A/E Designs, Site Selection, C/A, TERO, interest, legal, permits, printing, etc.)

Description	Capitalized Amount	Expensed Amount
A/E Fees	$	$
Criteria Changes (describe below)	$	$
Total Common Costs	$	$

Identify Costs: _____

6. Land Improvements (Costs associated with environmental, demolition, disposal, preparation, etc.)

Description	Capitalized Amount	Expensed Amount
No land improvements	$	$
If included, describe actions below	$	$
	$	$
Total Land Improvement Cost	$	$

Identify Improvements: _____

7. Buildings (Building Number and Description as identified in the IHS Real Property Inventory). *Projects affecting multiple buildings and structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

Building No.	Description	Percent of Common Costs
Building 00###		

8. Other Structures (i.e. parking lots, sidewalks, roads, water systems, sanitary sewer, electrical system). *Projects affecting multiple structures shall be listed separately with capitalized and expensed costs for each broken out and proportioned by percentage of common costs*

BLS No./Structure Describe Change	Description	Percent of Common Costs

9. Construction

Description	Capitalized Amount	Expensed Amount
Base Bid	$	$
Contract Modifications	$	$
Total Construction Cost	$	$

10. Equipment:

Description	Capitalized Amount	Expensed Amount
Universal Power System for CPU	$	$
Air Conditioning Unit and Installation	$	$
New Telephone Systems	$	$
Carpeting/Paint	$	$
Total Equipment Cost		

11. Post-Construction

Description	Capitalized Amount	Expensed Amount
Start-Up and Commissioning – Identify below	$	$
Total Post-Construction Cost	$	$

Identify Costs: _____

_____

_____

10. Summary of Contract/Project Costs (Total capitalized and expensed amount should match the Tribal General Ledger Summary).

Description	Capitalized Amount	Expensed Amount
Total Common Costs	$	$
Total Land Improvement Cost	$	$
Total Construction Cost	$	$
Total Equipment Cost	$	$
Total Post-Construction Cost	$	$
Grand Total Project Cost	$	$

Type Project Officer's Name
Type Project Officer's Title

Attachments (Unless previously provided to IHS):

- Transfer of Funds Correspondence (IHS/T/TO)
- Project Summary Document (w/approval page)
- Approved FEPP List Showing Project w/Project Number
- Gifting Letter: If appropriate from other sources of funds
- General Ledger Summary or Financial Statements (project costs should match closeout report)
- As-Builts/Floorplans/Specifications

cc: AANHS Area Facility Engineer
ANTHC Project Officer

Aoppendix F-2

Energy Report

ALASKA AREA Energy Report

SERVICE UNIT:

Facility/Campus Name:

Current Reported SF:

FY 2006	Electricity (KWH)	Electricity Cost	Oil (Gal)	Oil Cost	Natural Gas (kft^3)	Natural Gas Cost	Other Source	Other Cost	Water (Gallons)	Water Cost
October										
November										
December										
January										
February										
March										
April										
May										
June										
July										
August										
September										

Service Unit Facility Manager

Date

Appendix F-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
cility Priority Number] (use for multiple PSD submittals to prioritize your projects)
te]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix F-5

Environmental Information and Documentation

HEALTH CARE FACILITIES ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
PART I.		
1. Does this project include construction or lease of new facilities which will total more than 1080 square meters (12,000 square feet)? (Include portable facilities and trailers.)	No	Printed Materials– The proposed health facility in *(Community Name)*, Alaska will total ____ square feet. *Or* No new facility construction will be included in this project.
2. Does this project involve the construction or lease of new facilities on more than 2 hectares (5 acres) of land?	No	Printed Materials – Less than 2 hectares (5 acres) will be involved in the proposed *(Community Name)*, Alaska facility.
3. Historic Preservation: Will the proposed project construction or renovation adversely affect properties listed, or eligible for listing, on the National Register of Historic places (buildings, archaeological sites, objects of significance)? If a property is more than 50 years old and no determination of eligibility was done, the agency must evaluate and nominate the facility. Contact the State Historic Preservation Officer (SHPO) and document the contact and SHPO response.	No	Printed Materials – The State Historic Preservation Officer wrote a letter concurring with the proposed *(Community Name)*, Alaska Clinic on _____, 200_. This letter is attached as supporting documentation. No historic properties eligible or on the National Register of Historic Places will be adversely impacted by the construction of _____ in *(Community Name)*, Alaska. The State Historic Preservation Officer has been consulted for concurrence with this finding.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description:

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
4. Will the proposed project construction or renovation violate local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that generate those items include renovations, new construction, air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, medical centers, etc. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	No	Printed Materials – The proposed project in *(Community Name)*, Alaska does not violate local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes.
5. Will the project result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or Local) law or requirements imposed for protection of the environment or public health and safety? REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.1., K.2.	No	Printed Materials – The project will be in compliance with all applicable laws and requirements and will have the appropriated regulatory approvals.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description:

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
6. Will the proposed project or construction or renovation result in a conflict with existing or proposed state, federal and local land use plans?	No	Printed Materials – The project site is not zoned. The *(Community Name)*, Alaska *(City and/or)* Traditional Council*(s)* have identified this project as an essential community facility.
7. Is the project significantly greater in scope than normal projects for the area or does the project have significant unusual characteristics? REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.11.	No	Printed Materials – The proposed clinic project in *(Community Name)*, Alaska is typical in scope in comparison with ANTHC health facility improvement projects in rural Alaska and has no unusual, significant characteristics.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
8. Does the project have significant adverse direct or indirect effects on parklands, other public lands, or areas of recognized scenic or recreational value? REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.5.	No	Printed Materials – Alaska Wildlife Refuges, U.S. Fish and Wildlife Service. The community of *(Community Name)*, Alaska is not located in the vicinity of parklands, other public lands, or areas of recognized scenic or recreational value. *Or* Although the community of *(Community Name)*, Alaska lies within the _____ National Wildlife Refuge, legislation recognizes the communities lying within the refuge boundary as being compatible with this Federal designation. This project will occur within the community boundaries of *(Community Name)*, Alaska and therefore is not expected to have any adverse effects on the National Wildlife Refuge. *Or* According to _____, of the City of *(Community Name)* Alaska, and community's Tribal Council, construction of this project will not create any direct or indirect adverse impacts to areas of recognized scenic or recreational value.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description:

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
9. Is there a controversy with respect to environmental effects of the project based on reasonable and substantial issues? REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.3.	No	Personal Contact – Reference the attached resolutions signed by the tribal and city councils from the community of *(Community Name)*, Alaska. *Or* Based on project engineer consultation with local authorities, specifically representing the *(Tribe/City)* of *(Community Name)*, no controversy exists with respect to this project.
10. Does the project establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects? (cumulative impact based on current information) REFERENCE: National Environmental Policy Act of 1969/FR Vol. 58, No.3, K.6.	A. No	Printed Materials– The health facility construction project in *(Community Name)*, Alaska is not anticipated to result in any cumulative impacts that will result in degradation of environmental concerns as outlined in NEPA.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description:

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
11. Does the project involve the use, transfer or lease of real property which has been used as a storage for hazardous waste and/or petroleum products or their derivatives for more than one year? REFERENCE: Comprehensive Environmental Response, Compensation and Liability Act of 1980/FR Vol. 58, No.3, K.10.	No	Personal contact -- The project engineer, in consultation with the *City/Tribe* of *(Community Name)*, Alaska confirms that real property associated with the health facility project in *(Community Name)*, Alaska has not been associated with the use, transfer, or lease as storage for hazardous waste for more than one year.
PART II		
12. Will the proposed project construction or renovation require major sedimentation and erosion control measures? (e.g.; construction or expansion of a parking lot)	No	Printed Material- The proposed health facility project will be constructed in an area which does not affect soil erosion or sedimentation.
13. Will the proposed project construction or renovation adversely affect community noise levels?	No	Printed Material – This project will not affect community noise levels because no blasting will occur and heavy equipment use will be limited to the daytime.
14. Will the proposed project construction or renovation adversely affect community air pollution?	No	Printed Material – The proposed health facility project in *(Community Name)*, Alaska will not adversely affect air pollution. The project is located in an unclassified area with no identified air pollution problems and it will have minor to no effect on local air quality.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
15. Will the proposed project construction or renovation create a need for additional capacity in educational facilities?	No	Printed materials- The proposed health facility project at *(Community Name)*, Alaska will not affect any need for additional capacity in educational facilities.
16. Will the proposed project construction or renovation create a need for additional capacity in health care facilities and for health care services?	No	Printed Materials – The proposed health facility project is not anticipated to create a need for additional capacity in health care facilities and for health care services because it will not affect community population levels.
17. Will the proposed project construction or renovation create a need for additional energy supply or generation?	No	Printed materials – Due to improved energy efficiency, the proposed health facility project is expected to use less energy than the one to be replaced.
18. Will the proposed project construction or renovation create a need for additional capacity at solid waste disposal facilities?	No	Printed materials – The proposed health facility project will not generate any additional sewage than the existing facility because it will not affect community population levels.
19. Will the proposed project construction or renovation create a need for additional capacity at wastewater treatment facilities?	No	Printed materials – The proposed health facility project will not generate any additional solid waste than at present in *(Community Name)*, Alaska, and will not affect the capacity of the community's wastewater treatment facilities.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description:

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
20. Will the proposed project construction or renovation create a need for/or require a storm water control plan? (e.g.; parking lots. Contact local or state authorities, or EPA to determine if your facility or project is in a regulated storm water area.)	No	Printed materials – The proposed health facility project will be extremely limited in overall surface area, and is not expected to significantly affect storm water control in *(Community Name)*, Alaska. Storm drainage will be directed away from the building and parking areas. The project is outside of a regulated storm water area.
21. Will the proposed project construction or renovation create a need for additional drinking water supply?	No	Printed materials – The proposed health facility project will not create a need for additional drinking water supply as the same population will continue to be served as previously.
22. Will the proposed project construction or renovation create a need for additional capacity in transportation systems?	No	Printed materials – The proposed health facility project in *(Community Name)*, Alaska will serve the same population in a community lacking a transportation system.
23. Are there other considerations about the proposed project construction or renovation that could adversely affect the environment and/or public health and safety?	No	Printed materials – The proposed health facility project in *(Community Name)*, Alaska is not anticipated to adversely affect the environment and/or public health and safety. No toxic building materials will be utilized.
PART III		

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
24. SAFE DRINKING WATER ACT: Will the project impact a sole source aquifer? REFERENCE: Safe Drinking Water Act of 1974/FR Vol. 58, No.3, K.5.	No	Personal Contact – Letter on file from Michael Crotteau; Alaska Department of Environmental Conservation August 1999. There are no designated sole source aquifers in Alaska.
25. FLOODPLAINS: Will the project involve construction in a floodplain (except for actions excluded as a class) or impact floodplain development? REFERENCE: Executive Order 11988 and related Acts and Executive Orders/FR Vol.58, No.3, K.5., K.9.	No	Printed materials – This project will not be in a floodplain. *Or* Although *(Community Name)*, Alaska lies in a floodplain, and health facility construction is in a floodplain, it will be conducted in accordance with class action requirements (IHS Environmental Review Manual 2.2.3:18) and work will not adversely affect Floodplain development. There are no flood plain maps available for the community and the community does not participate in the National Flood Insurance Program.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
26. WETLANDS/WATER RESOURCES: Will the project adversely affect wetlands/water resources or will there be construction in wetlands, except in conformance with a Corps of Engineers Section 404 Permit? REFERENCE: Executive Order 11990 and related Acts and Executive Orders/FR Vol. 58, No.3, K.5.	No	Printed materials – All construction will be done upon consultation with the US Army Corps of Engineers (COE) and in conformance with any requisite COE permit. *And (if available)* A COB permit has already been requested for this project. The letter is attached as documentation. *Or (if available)* A COE permit has already been obtained for this project. The letter is attached as documentation.
27. Coastal Zone Management: Will the proposed project construction or renovation directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan? (Each coastal state should have a state office to manage its coastal zone development and use. All federal projects in the coastal zone must comply with the management plan.)	No	Printed Materials --The project is consistent with the Alaska Coastal Management Plan. This project is within the _____ Coastal Zone. The Coastal Project Questionnaire was submitted on *(date)* for a consistency determination from the Alaska State Division of Governmental Coordination. Or A Coastal Zone Questionnaire will be submitted by *(Community Name)*, Alaska.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation; *see last page*)
28. WILD AND SCENIC RIVERS ACT: Is the project a "Water Resources Project" which will impact a wild, scenic or recreational river area and create conditions inconsistent with the character of the river? REFERENCE: Wild and Scenic Rivers Act of 1968 and related Executive Actions/FR Vol. 58, No.3, K.5.	No	Printed Materials – *Wild and Scenic Rivers (Alaska) List*, National Wild and Scenic Rivers System, National Parks Service. The community of *(Community Name)*, Alaska is not located on a Wild or Scenic River. *Or* While the community of *(Community Name)*, Alaska is located in the vicinity of _____ River (a Wild and Scenic designate), construction activity will not have an impact on the river area and will not create conditions inconsistent with the character of the river.
29. FARM LAND PROTECTION ACT: Will the project convert significant agricultural lands to non-agricultural uses? REFERENCE: Farmland Protection Policy Act of 1981 and related Acts and Executive Orders/FR Vol. 58, No.3, K.5.	No	Personal Contact – Letter on file from Steve Tickett, Alaska Department of Natural Resources, July 1999. The community of *(Community Name)*, Alaska is not located within an identified significant agricultural area.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
30. WILDERNESS ACT: Will the project adversely impact a wilderness area? REFERENCE: Wilderness Act of 1964/FR Vol. 58, No.3, K.5.	No	Printed Materials – Great Outdoor Recreation Pages, Alaska Wilderness Area List. The community of *(Community Name)*, Alaska is not located in a designated wilderness area. *Or* Although the community of _____, Alaska is located within the _____ Wilderness Area, all construction is occurring within the established community boundaries and therefore work is not anticipated to adversely impact the _____ Wilderness.

Facility: *(Community Name)* Location: *(Community Name)*, Alaska
Project Description: _____

Category	Determination (Yes or No)	Basis for Determination (Documentation, *see last page*)
31. ENDANGERED SPECIES ACT: Is the project likely to adversely affect a species listed on the Federal List of Endangered or Threatened Species or the specific critical habitat? REFERENCE: Endangered Species Act of 1973, as amended/FR Vol. 58, No.3, K.8.	No	Printed Materials – *Endangered, threatened and candidate species in Alaska*, U.S. Fish and Wildlife Service, December 2000. This project will not be taking place in the vicinity of a critical habitat of an endangered species. *Or* Although the community of *(Community Name)* will be in the vicinity of critical habitat for _____ species, which is endangered and/or threatened, all construction will take place within established community boundaries of *(Community Name)*, Alaska and therefore work is not anticipated to adversely affect the noted threatened or endangered species.

I certify that to the best of my knowledge and ability the information presented herein is true and correct.

_____ _____
Signature, Clinic Construction Project Manager Date

_____ _____
Signature, ANTHC Environmental Review Officer Date

Appendix G

Actions Requiring IHS Environmental Review and Determination

APPENDIX H – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by SEARHC, SEARHC shall submit a proposal package that includes a completed Project Summary Document (See Appendix F-4) and Environmental Information and Documentation Form (See Appendix F-5) to IHS. Coordination time between SEARHC and IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between SEARHC, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow SEARHC and IHS to resolve them early.

FUNDING AGREEMENT

BETWEEN

SELDOVIA VILLAGE TRIBE

AND

THE SECRETARY OF HEALTH AND HUMAN SERVICES

FYs 2018-2020

FUNDING AGREEMENT
BETWEEN

SELDOVIA VILLAGE TRIBE AND THE
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2018-2020

This Funding Agreement (FA) is entered into by and between the Seldovia Village Tribe (Seldovia), I.R.A., located in the lower Cook Inlet region with service boundaries which include Seldovia Lake to Boundary Creek to Bear Cove to Laida Spit to Crescent Valley to McNeil River to Fourth of July Creek (the "Seldovia Village Service Area") and the Secretary of the Department of Health and Human Services.

SECTION 1 - OBLIGATIONS OF THE INDIAN HEALTH SERVICE.

Under the authority of section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center have been transferred to tribal management.

Delivery of PSFAs shall be consistent with this funding agreement (FA). IHS shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and the Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the Area Office and ANMC provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent to which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the Indian Health Service (IHS) to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between Seldovia and certain other Co-Signers thereof and the United States during the term of this agreement

In addition, although funds are provided from Headquarters and Area Office in support of the Compact, the IHS will agree to continue to make available to Seldovia PSFAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically transferred to Seldovia in this FA. In cases where a

portion of a tribal share has been transferred, there may be some diminishment in the level of the PSFAs provided by the IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining functions which have not been included in this FA in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated or listed in Appendix A are the responsibilities of the IHS.[1] The "Memorandum of Agreement Describing the Continuing Services of the Indian Health Service, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service reflects the understanding of the parties regarding services to be provided by the Alaska Area Native Health Service to Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and the Tribe will not be denied access to, or services from, Headquarters. Specifically, the Tribe will receive the following services from the IHS Headquarters.

(1) Information Services. The Indian Health Service will provide the full range of Office of Information Technology (OIT) national support to the Alaska Native Tribal Health Consortium (ANTHC) and Alaska Native Medical Center (ANMC). Because Seldovia has assumed all IHS OIT tribal shares, OIT provides no services directly to Seldovia. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. A list of the services due under this paragraph, with identification of the method of delivery, is shown below:

Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to Cosigner**	**Indirectly to Cosigner through ANTHC**
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		None	
Evaluate, correct, convert site data for National Database		None	

[1] All references to Appendix A and Appendix B in this Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		None	
Email transfer and global address listing		None	
SMTP Gateway		None	
Intranet and Internet Access (to available bandwidth)		None	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		None	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		None	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

(2) **Access to Training and Technical Assistance.** To the extent funds are retained by the IHS, the Tribe shall have access to training, continuing education, and technical assistance in the manner and to the same extent the Tribe would have received such services if it were not a Co-Signer of the Compact.

(3) **Historical PSFAs**. Seldovia has historically received certain PSFAs from the Alaska Native Medical Center (ANMC) and the Alaska Area Native Health Service (AANHS). Responsibility for these PSFAs have been transferred to the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF). For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, Seldovia has attached to this FA Attachment 1 entitled "Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS". The PSFAs listed in this Attachment 1 are taken from Seldovia's FY 1999 AFA. Attachment 1 is attached to the current FA only for the purpose of identifying historical levels of PSFAs received by Seldovia from ANMC and AANHS, and is specifically not made a part of this FA.

SECTION 2 -- OBLIGATIONS OF SELDOVIA. This FA obligates Seldovia to be responsible for and to provide health PSFAs identified in Section 3, to the extent resources are transferred under this FA and other funds as they may become available to Seldovia. See Appendix A. This FA further authorizes Seldovia to consolidate and redesign PSFAs identified in Section 3 as provided in the Indian Self-Determination and Education Assistance Act, as amended, and the Compact. Seldovia is obligated to seek third party reimbursement as provided by federal law. Seldovia is only required to provide services under this FA to eligible beneficiaries who reside in the Seldovia Service Area. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, Seldovia shall be the payer of last resort. Seldovia is committed to and will strive to provide quality health services and will strive to meet standards Seldovia believes to be appropriate and applicable to the delivery of those health services.

SECTION 3 -- TRIBAL PROGRAMS AND BUDGET.

A) Health PFSAs. To the extent funds are available, Seldovia agrees to administer the delivery of health services within the Seldovia Village Service Area and to provide and be responsible for the health PSFAs identified below in accordance with the Compact and this FA. For the purposes of this FA, Seldovia's General Budget Categories consolidate related health PSFAs as follows:

Seldovia agrees to provide certain health care services under this FA to the Alaska Native and American Indian beneficiaries of the IHS who reside within the Seldovia Village Service Area. Services may be provided to non-beneficiaries (i.e., persons who are not Alaska Native or Indian) as described in Section 14 of this FA. Emergency services will be provided to beneficiaries who reside outside the Seldovia Village Service Area.

These health care PSFAs include, but are not limited to the following:

1) DIRECT CARE: Direct clinical services on an outpatient basis, provided at physician and mid-level practitioner levels, including prevention and case management, patient education, acute care, chronic disease management.

2) PHARMACY: Pharmaceutical services, including drug dispensing, patient education, and adherence counseling.

3) FAMILY HEALTH AND EDUCATION: Family health care and health education, including educational and diagnostic services, immunizations, monitoring employee health, diabetes, cancer and cardiovascular registries.

4) NUTRITION, TOBACCO CESSATION, HOME HEALTH: Nutrition education, tobacco cessation, home health care, provided by Seldovia or through collaborative agreements, referrals, and contractual agreements with other health care providers for service delivery.

5) WOMEN'S AND MEN'S HEALTH: Provide women's/men's health care preventive and clinical services, including, for example, sexually transmitted disease testing.

6) FAMILY COUNSELING: Provide referrals to mental health professionals for family counseling, individual counseling, and integrated behavioral health to assist those with personal matters affecting family, relationships and individual functioning.

7) DENTAL CARE: Provide dental services through a dentist or dental hygienist, through referrals to dental care provider(s) for oral health, or by a Dental Health Aide/Therapist under the Standards and Procedures approved by the IHS

Community Health Aide Program Certification Board (CHAPCB). See section 3(A)(25) below.

8) HIGH RISK COUNSELING: Provide high risk counseling services through Behavioral Health Aides under the Standards and Procedures of the CHAPCB and other staff to address high risk situations for suicide, contracting or transmitting HIV, dealing with death, dying, and post traumatic stress.

9) SPECIALITY CLINICS: Specialty clinics, including but not limited to pediatric clinics, child neurology and development, diabetes clinics, referrals to mental health services, oral surgery, endodontists, and pediodontists.

10) WOMEN AND CHILDREN HEALTH: Provide health care for women, mothers and children, including prenatal, postnatal, family planning, pregnancy tracking, high risk assessment, well child, counseling and education, and direct clinical care.

11) HIV/AIDS: Organize and implement, along with specific other regional entities, the development of testing and case management and services delivery systems for rural HIV/AIDS positive individuals. Coordinate with the HRSA HIV/Hepatitis A & B Ryan White Early Intervention Services Program (Title III) for management of HIV positive individuals and their families.

12) SUBSTANCE ABUSE INTERVENTION AND PREVENTION SERVICES: Provide limited services to address substance abuse and associated problems, including but not limited to direct services, prevention/education, outreach, referrals to treatment and counseling, travel to treatment, continuing development of local aftercare support services, children's activities, adult workshops and community events.

13) HEALTH PROMOTION/DISEASE PREVENTION: For the promotion of healthy lifestyles, wellness activities, participation in community health fairs, breast cancer screening, pap smears, and other educational, community outreach and diagnostic services.

14) DOMESTIC VIOLENCE/ASSAULT INTERVENTION SERVICES: Coordinate intervention services with sexual assault response teams in the area. Advocate for child protection services.

15) PURCHASED/REFERRED CARE (PRC): Seldovia is committed to purchasing the best medical and dental health care available subject to funding limitations imposed, to meet inpatient and outpatient needs on a contractual or open market basis.

16) EMERGENCY MEDICAL SERVICES: Seldovia is committed to provide training and support, of the first responders including organized emergency medical systems to address emergencies within our community, including fire emergencies.

17) COMMUNITY FOCUSED SERVICES: Seldovia is committed to provide a broad range of comprehensive health care services to determine health needs, improve health knowledge and promote healthy lifestyles and practices, provide advocacy service, provide administrative services. Services may be provided through Community Health Representatives and other staff, and include but are not limited to home visits, transportation of elderly patients, exercise facility and health fairs.

18) MENTAL HEALTH: Seldovia is committed to provide services to address family, child, adolescent and community mental health problems, including services carried out by Behavioral Health Aides under the Standards and Procedures of the CHAPCB, subject to funding limitations. See section 3(A)(25) below.

19) ALCOHOL AND DRUG ABUSE: Seldovia is committed to provide services to reduce substance abuse and associated problems through outpatient services, prevention/education services, referral services, transitional/residential care services, outreach services, and community involvement.

20) EPIDEMIOLOGY: Seldovia intends to establish an MOA with and provide funds to the Alaska Native Tribal Health Consortium - Epidemiology Center to perform epidemiology functions on behalf of the Tribe. In the event that Seldovia and ANTHC fail to conclude an MOA, Seldovia will perform epidemiology functions directly.

21) OTHER PROGRAMS/SERVICES FUNDED: This funding agreement includes programs, functions, services and activities resulting from tribal redesign or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 of the Compact.

22) NON IHS-FUNDING: Seldovia will complement and supplement the PSFAs described above in Section 3 with funding from sources other than the IHS, subject to the availability of funds from such other funding sources. Consistent with Article III, Sections 5, 6 and 7 of the Compact, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

23) DIABETES PREVENTION PROGRAM: Seldovia will provide primary, secondary and tertiary prevention services including Diabetes education, screening, clinical follow-up and case management services.

24) PRIMARY CARE: Seldovia is committed to provide clinic based primary care services on a regularly scheduled basis at the Seldovia Village Tribe office, Seldovia; Alaska Tribal Cache Bldg, Seldovia; and SVT Health & Wellness, Seldovia and Homer. These services may be provided by physicians, mid-level practitioners, Community Health Aide/Practitioners, nurse practitioners or other staff.

25) COMMUNITY HEALTH AIDE PROGRAM: Seldovia is committed to provide community health care including dental services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board with community health aides funded staff.

26) COMPLEMENTARY AND ALTERNATIVE MEDICINE: Complementary and alternative medicine (CAM) patient care services, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition may be provided following a referral from a primary care provider (defined as MD, DO, DDS, DMD, PA or ANP), and, for those facilities with an organized medical staff mechanism, if the CAM providers are credentialed and privileged as required by the facility's accrediting or certifying body for the specific patient care services. Such services shall include, for example, acupuncture, naturopathic medicine, massage therapy and chiropractic services.

27) TELEMEDICINE: Seldovia may provide telemedicine services under this FA.

28) PATIENT TRANSPORTATION SERVICES: Seldovia will provide, subject to funding limitations, air and/or ground patient transportation services (including adult escort, health professional and other escort as the Tribe deems appropriate and emergency medevac and non-emergency air transportation services where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance), in any case which an authorized Seldovia employee or medical provider deems such mode of transportation necessary. Seldovia may provide the above described patient transportation in accordance with Section 213 of the IHCIA, as amended at 25 U.S.C. 1621*l*.

29) CHILD DEVELOPMENT SERVICES. Seldovia will provide child development services.

(B) FTCA. The Federal Tort Claims Act applies to Seldovia's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(c) of Title I of the ISDEAA and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210. There is no requirement that Seldovia purchase liability insurance to protect or indemnify the federal government. Whether the Federal Tort Claims Act applies in any particular case is decided on an individual case-by-case basis, first by the Department of Justice and subsequently by the federal courts. Seldovia may purchase liability insurance supplemental to FTCA coverage which is an allowable cost under this Funding Agreement.

(C) Tribal Facilities and Locations. Seldovia operates the programs described in this funding agreement out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix C, which is fully incorporated by reference herein. The Area Division of Planning, Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

SECTION 4 -- AMOUNTS AVAILABLE DURING THE TERM OF THIS FA.

(A) The following amounts are available to Seldovia pursuant to the Compact and Title V of the Indian Self-Determination and Education Assistance Act, as amended, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I.[2]

	Annual Funding
Recurring Base: Inclusive of all recurring funding, including recurring contract support funds[3]	$1,794,644
Non-Recurring Funding: Inclusive of nonrecurring contract support funds and such other funding.[4]	$461,405
Subtotal: (Subject to adjustments as reconciliation of previous FAs occurs and due to amendments in accord with Section 11.)	$2,256,049

[2] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amounts. These amounts are subject to change under the Act and as provided in this FA, including additional adjustments as provided in Section 4(B). For other fiscal years to which this FA is applicable, a replacement Appendix A will be negotiated between IHS and Seldovia for the respective year and amended to this FA and incorporated by reference accordingly.

[3] A breakout of these funds is shown on page 6 of Appendix A, which is fully incorporated herein. Appendix A cites to the source document used to determine the amount.

[4] These non-recurring funds represent contract support costs and other non-recurring funds which are available at the beginning of the fiscal year. Other non-recurring funds are not specifically identified in this FA but will be provided to Seldovia in the future to the same extent as they have been historically provided.

Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Agreement.[5]	$63,802
Headquarters -- Tribal Share: "Tribal Size Adjustment Pool" including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A.[6]	$48,755
Headquarters - Tribal Share: "Program Formula Pool" including all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	$0
Subtotal -- Tribal Shares[7]	$112,557
TOTAL FA FUNDING[8]	$2,368,606

These amounts are subject to additions for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the ISDEAA, as amended. Any amounts remaining unspent under Seldovia's prior Title I Contract and previous AFAs (from FY 1996 to FY 1999), after adjustment and reconciliation of the withheld amounts for supplies and services as of the last day of the previous fiscal year, shall be included in this Agreement.

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[5] Funds from the Area were distributed according to the methodology agreed upon in a caucus open to all Alaska Tribes and Co-Signers. The specific methodologies are identified in Appendix A.

[6] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national Indian Health Service recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. In addition to the annual funding amount, Seldovia is entitled to funds which have been restricted. *See* Appendix A for detail.

[7] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount may be adjusted to make available all tribal shares for which Seldovia is eligible.

[8] For the reasons noted regarding the amounts that make up this total and because full funding amounts may not have been fully identified or reconciled, this amount is subject to amendment to reflect the full amount due for each fiscal year in this FA.

Of the amount shown above for non-recurring program funds, $41,178 are for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as a part of the lump sum due Seldovia was determined by multiplying the FY 2017 Routine M&I amounts paid to the Co-Signer by 90%. The final Routine M&I amounts paid in FYs 2018-2020 will be based on the final 2018-2020 Routine M&I allocations. If the final Routine M&I amounts, as determined by the final FYs 2018-2020 Routine M&I allocations, is less than the 90% calculation, Seldovia will return the difference to the IHS. See also Appendix A, footnote to line 19 on page 6.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $7,668 is for Equipment Replacement; the Equipment Replacement amount paid as a part of the lump sum due the Co-Signer was determined by multiplying the FY 2017 Equipment Replacement amounts paid to the Co-Signer by 90%. The final Equipment amounts paid in FYs 2018-2020 will be based on the final FYs 2018-2020 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2018-2020 Equipment Replacement allocations is less than the 90% calculation, the Co-Signer will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

(B) Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2018, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is $497,011, including $84,452 for direct CSC and $412,559 for indirect CSC.[9] This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

(C) Base Budgets.

1) CATEGORIES AND BASE YEAR: At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY 98 - FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001-

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[9] For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and Seldovia for the respective year and amended to this FA in Appendix A.

FY 2002). The Indian Health Service and Co-Signers have agreed to extend the base budget period at the Co-Signer's option. IHS and Seldovia have subsequently agreed to additional extensions through FY 2020. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period or Base Funding	Extended through
Headquarters TSA amounts[10]	FY 1997	FY 2020
Equipment Replacement Funding	Not included	
Area Tribal shares	Not included	

2) ADJUSTMENTS: Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under section 6 of this FA. Adjustments shall also be permitted for the addition of new Co-Signers to the Compact and when current Co-Signers add or retrocede PSFAs as provided in section 11(C) and (D).[11] Adjustments also shall be permitted when Co-Signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" IHS Headquarters categories provided that restrictions shall be changed only during annual negotiations. Seldovia shall also be eligible for funding for new services, service increases, mandatories, specific Congressional appropriations for population growth, health service priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted. ATHC Co-Signers shall also remain eligible for the distribution of additional IHS Headquarters tribal shares for assessments, workers compensation, emergency reserve, management initiatives, and other PSFAs from Headquarters.

(D) Inclusion of Statutorily Mandated Grants. In accordance with Section 505(b) of Title V, and its implementing regulations, the Parties agree that the Secretary shall add the following statutorily mandated grants, which are administered by DHHS through IHS, to the FA after they have been awarded. Grant funds will be paid to Seldovia as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. Seldovia will use interest earned on such funds to enhance the programs for which the grant was awarded, including administrative costs.

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[10] Alaska Tribal Health Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[11] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Seldovia will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant. Grant programs added to this FA in accordance with this provision include the following: Diabetes Grant.

To the extent cited in Section 3(B) above, Seldovia and its employees carrying out statutorily mandated grant programs added to a FA are covered by the FTCA.

SECTION 5 -- METHOD OF PAYMENT.

(A) Payment Schedule. Except as provided in subsections (B) and (C), of this section, all funds identified in Section 4 of this FA shall be paid to Seldovia, in accordance with Article II, Section 4(a) of the Compact; payment to Seldovia is to be made as follows: One annual payment in lump sum to be made in advance by check or wire transfer.

(B) Availability of Tribal Shares. Seldovia shall be paid one hundred percent (100%) of negotiated Headquarters and Area tribal shares in its initial lump sum payment for each year under the term of this FA.

(C) Periodic Payments. Payment of funds otherwise due to Seldovia under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of Seldovia by check or wire transfer.

(D) Buyback/Withholding. Seldovia may carry out its responsibility to provide certain PSFAs included in this funding agreement by using services or other resources of the Federal government under Article V, section 22 of the Compact, as permitted by law. Seldovia does not wish to exercise this option at this time. If Seldovia chooses to accept this option during the effective period of this FA, Seldovia and IHS will amend this FA to incorporate the common Alaska Tribal Health Compact FA provision applicable to Buyback/Withhold and Seldovia and IHS will enter into the current common Alaska Tribal Health Compact, Buyback/Withhold Agreement.

SECTION 6 -- ADJUSTMENT DUE TO CONGRESSIONAL ACTIONS. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in Appropriations Acts or other laws affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to Seldovia in this FA shall be adjusted as necessary, after Seldovia has been notified of such pending action and subject to any rights which Seldovia may have under this FA, the Compact, or the law.

SECTION 7 – RECORDS. The records of Seldovia are not to be considered federal agency records for purposes of the Freedom of Information Act, 5 U.S.C. § 552, and the Privacy Act.

(A) Confidentiality of records shall be addressed as follows: Seldovia will seek to comply with the Administrative Simplification provisions of HIPAA, including, but not limited to, privacy, security, transactions and codes sets regulations, codified as 45 C.F.R. Parts 160, 162 and 164. If a record is not subject to the requirements of HIPAA, Seldovia will comply with Privacy Act procedures. IHS retains responsibility for HIPAA compliance for retained IHS health care component activities.

(B) Medical records generated by Seldovia shall be eligible for storage in Federal Records Centers at Seldovia's option in accordance with Section 105(o) of Title I.

(C) Seldovia operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1675.

SECTION 8 -- PROGRAM RULES. Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, Seldovia does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the Indian Health Service, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

SECTION 9 -- RETROCESSION AND DISCONTINUANCE.

(A) Retrocession.

1) The retrocession provisions of Section 506(f) of the Indian Self-Determination and Education Assistance Act, as amended, are herein adopted, except that the effective date from a retrocession request of the Compact and FA, in whole or in part, shall be one year from the date of the request by Seldovia except as provided below. Retrocession may be effective with less than one year's notice, providing Seldovia and the IHS agree to an effective date of less than one year from the date of retrocession request.

(B) Discontinuance. Seldovia may discontinue its participation in the Compact after written notice to IHS. Notice must be provided one year in advance of the effective date of the request unless Seldovia and the IHS agree to an effective date of less than one year.

SECTION 10 -- CONSOLIDATION OF CONTRACTS AND PREVIOUS FAs. The contracts listed below and all previous AFAs and FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials, PSFAs, and facilities provided to Seldovia: Contract #243-91-0003, Contract #243-89-0002, as modified, AFAs from FY 1995-2001, and FAs from FY 2002-2014.

SECTION 11 – AMENDMENT OR MODIFICATION OF THIS FA.

(A) Form of Amendments. Except as otherwise provided by this FA, the Compact, or by law, any modification of this FA shall be in the form of a written amendment and shall require written consent of Seldovia and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

(B) Funding Increases.

(1) Written consent of Seldovia shall only be required for issuing amendments for those funds which:

(a) require a change to Section 3 – Tribal Programs and Budget;

(b) require a specific commitment by Seldovia (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

(c) reduce funding other than changes in Congressional appropriations pursuant to Section 6.

(2) Amendments not requiring written consent may include, but are not limited to:

(A) Program/Area/HQ Mandatories;
(B) Program/Area/HQ End-of-Year Distributions;
(C) CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, Seldovia will return the unused amount to the IHS CHEF account;
(D) PRC Deferred Services;
(E) Routine Maintenance & Improvement; or
(F) Collections and reimbursements.

(3) Amendments reflecting payment of these funds shall be provided to Seldovia after any such funds are added to the Funding Agreement. Seldovia retains the right to reject the addition of such funds to the Funding Agreement and return the funds to the IHS.

(C) Services from IHS. Should Seldovia determine that it wishes the IHS to provide PSFAs included in the FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibility

from Seldovia back to the IHS and the pro-rata share of funding for that program, activity, function or service shall be retained by the IHS.

(D) Due to Addition of New Programs. Should Seldovia determine that it wishes to provide a PSFA of the IHS not included in this FA, Seldovia shall submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, Seldovia may submit a final offer in accordance with the Title V procedures forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and, added to the FA.

(E) Due to Availability of Additional Funding. Seldovia shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a Self-Determination contract, rather than under the Compact and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this FA shall be amended to provide for timely payment of such new funds to Seldovia. Such amendments shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with Seldovia.

(F) Other Adjustments. Upon written authorization by Seldovia and agreement by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to Seldovia, for the purposes of reimbursing the IHS for services or equipment provided to Seldovia to assist Seldovia in carrying out the terms of the Compact and this FA.

(G) General Procedures for Amending or Modifying this FA. Amendments or Modifications proposed by Seldovia shall be submitted in writing to the IHS, Office of Tribal Self-Governance, with a copy to the IHS Alaska Area Director. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21, of the Compact or as provided above in paragraphs (C), (D) and (E) of this section, a request to amend or modify this FA submitted by Seldovia shall be processed and approved or declined in accordance with the provisions of sections 507(b)-(d) of Title V and all provisions of those subsections are incorporated herein for this purpose.

SECTION 12 – MEDICARE/MEDICAID REIMBURSEMENTS. The parties agree that Seldovia may bill and collect Medicare/Medicaid reimbursements directly.

(a) Medicare & Medicaid. Seldovia has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. Seldovia is obligated

and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1641 and Section 206 of such Act, 25 U.S.C §1621e, as amended.

(b) Recovery Right. Seldovia has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

SECTION 13 - THIRD PARTY RECOVERIES. Any funds recovered by Seldovia through the filing, litigating, or settling of a claim against a third party that require the third party to pay for services previously provided to IHS-eligible beneficiaries by Seldovia, or for such services previously provided by the IHS in a PSFA now operated by Seldovia, shall be the property of Seldovia and shall be considered program income to be utilized by Seldovia as provided in Article III, section 7 of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, section 7 of the ATHC.

SECTION 14 - SERVICES TO NON-BENEFICIARIES. Services may be provided to non-beneficiaries (i.e., persons who are not Alaska Native or Indians) on a fee-for-service basis in accordance with and subject to the provisions of section 813(c) of the Indian Health Care Improvement Act, as amended, and the resolution of the Seldovia Village Tribe. Seldovia's Resolution No. 2011-12 authorizing the provision of such services is attached to this FA as Appendix D and is fully incorporated herein.

SECTION 15 – MEMORIALIZING DISPUTES. The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Section 507(b)-(d) of Title V, or at Seldovia's option, may be set forth in an Attachment 2 to this funding agreement, which shall be identified as "Memorialization of Matters Remaining in Dispute." This attachment shall not be considered a part of this funding agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. Seldovia does not waive any remedy Seldovia may have under the law with regard to these issues and any others not listed herein.

SECTION 16 – SEVERABILITY. This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the Compact.

SECTION 17 - INTELLECTUAL PROPERTY. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and

licenses, including licenses pursuant to 45 CFR § 74.36 and 45 CFR § 92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PFSAs assumed by Seldovia under this and previous funding agreements and contracts Seldovia has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

SECTION 18 – EXEMPTION FROM CERTAIN FEES. In accordance with section 124 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1616q, employees of the Seldovia health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

SECTION 19 – LICENSURE. Seldovia health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

SECTION 20 – PURCHASE OF HEALTH COVERAGE. Seldovia may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

SECTION 21 – FEDERAL INSURANCE. IHS will assist Seldovia to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which Seldovia may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

SECTION 22 – NEPA & NHPA ENVIRONMENTAL AND CULTURAL RESOURCES. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless Seldovia has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix G. Where Seldovia plans to undertake an action, as described in Appendix G, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and Seldovia has not assumed these responsibilities, Seldovia will provide the IHS with a Project Summary Document (see Appendix E) and a completed Environmental Information and Documentation Form (see Appendix F) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No

Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by Seldovia until the IHS completes its compliance responsibilities and so advises Seldovia with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

SECTION 23 – EFFECTIVE DATE AND DURATION.

This FA shall become effective on October 1, 2017, and will remain in effect through the 2020 federal Fiscal Year or until a subsequent FA is negotiated and becomes effective pursuant to Article II, Section 12 of the Compact.

UNITED STATES OF AMERICA
SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

BY: _____ DATE: 5/13/19
DIRECTOR, IHS

SELDOVIA VILLAGE TRIBE, I.R.A.

BY: Crystal Collier DATE: 3-25-19
CRYSTAL COLLIER, PRESIDENT

ATTACHMENT 1
SELDOVIA VILLAGE TRIBE
MEMORIALIZATION OF HISTORICAL LEVEL OF PFSAs

The Alaska Native Medical Center (ANMC) will continue, subject to available appropriations, in its historical capacity as primary, secondary, tertiary, and specialized provider of patient care to the Seldovia withdrawal area within the larger Anchorage Service Unit, to provide the PFSAs which have historically been provided to Seldovia when operating under a Title I P.L. 93-638 contract. This is to include accepting all referrals of Alaska Natives and American Indians from Seldovia, providing specialty care field clinics, consultation to Seldovia physicians (including contract Health Care physicians), pathology, radiology, and laboratory support, medivac and ambulance support, medivac support for emergencies, patient travel support for Seldovia, and patient travel for patients returning home from treatment at ANMC.

ANMC will continue to provide temporary assistance for lab, x-ray and other professional support personnel, and other services, at no lower level than that which has historically been provided and in a manner consistent with past practices to Seldovia when operating under a Title I P.L. 93-638 contract. Seldovia may exercise the option to work with ANMC to identify the specific level of services Seldovia has been provided historically from ANMC. If it does so, when complete, the "Identification of Services Historically Provided to Seldovia from ANMC" shall be attached to this Agreement as Appendix D and incorporated herein by reference after execution by the Seldovia Director, the ANMC Director and the Area Director.

The Alaska Area immunization program will continue to provide vaccines for Hepatitis A, Hepatitis B, Hemophilus Influenza B and other vaccines without charge to Seldovia, in a manner consistent with past practices, provided that this service may be discontinued by the IHS if the State of Alaska assumes these responsibilities. The Alaska Area Office will continue to provide, without charge to Seldovia, consulting radiology services and reference laboratory services.

The Alaska Area Office will continue, subject to the availability of appropriations, to provide consultations and technical support and services that have historically been provided to Seldovia when operating under a P.L. 93-638 Title I contract. These include but are not limited to services from the following offices, divisions and departments: Region X legal consultation; Environmental Health and Engineering; Financial Management; Regional and Contract Health; Awards and Administrative Services; Personnel and Training; and Community Health Services. Services from Community Health Services shall include, but not be limited to, dental, nutrition education and consultation services, as well as various program advice, coordinator support, and special project assistance in Maternal and Child Health, Community Health Representative Program, Behavioral Health, Health Promotion/

Disease Prevention, and Injury Prevention. Additionally, the Alaska Area Office shall ensure that any discretionary funding associated with the services described in this paragraph that may become available to the Area Office shall be used to provide additional services to Seldovia to the same extent as if the Tribe were operating under a P.L. 93-638 Title I contract. IHS will also provide access to the IHS Network through maintenance of a wide area network with a common downlink to the gateway or access point in Anchorage

ATTACHMENT 2
SELDOVIA VILLAGE TRIBE
MEMORIALIZATION OF MATTERS REMAINING IN DISPUTE

(1) Seldovia does not agree with the IHS' position that Area Office tribal shares that were restricted by individual Co-Signer decision or by a consensus decision of all Co-Signers from FY 1995 through FY 2000 are not available for inclusion in FY 2004 because of Section 325, P.L. 105-83. Seldovia believes it has the right to include such tribal shares in its FY 2004 annual funding agreements notwithstanding Section 325. Seldovia reserves any remedies it may have under law.

Seldovia Village Tribe

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2018

Tribal Share Summary Seldovia Village Tribe	FY 2018 Negotiated Amount	SELDOVIA Restricted	Total Due SELDOVIA	Initial Lump Sum Payment
Area TS Amount	$64,004	$201	$63,802	$63,802
	0		0	0
Subtotal Area TS Amount	$64,004	$201	$63,802	$63,802
Headquarters TSA Amount	$48,961	$206	$48,755	$48,755
Headquarters Other Program Formula (OEHE)	$435	$435	$0	$0
Subtotal Headquarters TS amounts	$49,396	$641	$48,755	$48,755
Total Tribal Shares	$113,400	$843	$112,557	$112,557

Driving Variables Seldovia Village Tribe	FY 2018
Population (2010 Census AN/AI population)	714
Tribes (Federally Recognized Tribes)	1
Recurring Base - FY 2013 (less VBC)	$1,680,265
Percentage of Total Area TS (of all Alaska Tribes)	0.48312%
Percentage of ATHC (of all Title V Alaska Tribes)	0.48911%
Number of MOA employees	0
Number of IPA employees	0

Individually Restricted Items Seldovia Village Tribe	FY 2018
Area Office (Individual Restricted Only)	
Supply Service Center	NO
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	NO
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Seldovia Village Tribe

Line #	FY 2018 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	SELDOVIA AK Dist.	SELDOVIA Retained	SELDOVIA Total TS Due
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,692,041	$0		$0	$11,692,041	$56,486		$56,486
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) fund	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$2,503	$0	$2,503
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$951		$951
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$943	*$0*	$943
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$4,397	$0	$4,397
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(E	$5,941,211	$244,466		$5,127,476	$569,269	$2,750		$2,750
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$201	$201	$0
23	Health Facilities/Main./ Spec. Pro	$1,365,811	$114,204		$1,216,669	$34,938	$169		$169
24	Subtotal OEHE	$7,455,910	$451,352	$0	$6,358,692	$645,866	$3,120	$201	$2,919
25	**TOTAL AREA OFFICE**	$33,681,748	$3,345,814	$1,580,233	$15,507,619	$13,248,083	$64,004	$201	$63,802

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2018 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY18 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space a

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Seldovia Village Tribe

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares SELDOVIA Eligible shares *Column 3*	Co - Signer 0% Retained *Column 4*	Co - Signer 0 Due *Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$3,946,697	460,974	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	138,054	$675	$0	$675
	105	Management Initiatives		x		$2,044,146	238,756	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,360	11,183	$55	$55	$0
	107	H.P./D.P. Initiatives	x	x		$3,471,665	199,915	$978	$0	$978
	110	N.E.C.I.	x			$1,105,341	123,881	$606	$0	$606
	111	Nurse Initiatives	x			$1,282,333	140,310	$686	$0	$686
	112	Nursing Co-steps	x			$645,848	72,377	$354	$0	$354
	113	Chief Clinical Consultant	x			$276,687	31,013	$152	$0	$152
	115	Emer. Medical Svcs	x			$464,126	41,882	$205	$0	$205
	117	Traditional Advocacy Prog.	x			$100,341	11,245	$55	$0	$55
	118	Research Projects	x			$1,278,011	142,504	$697	$0	$697
	119	A.A.I.P. Contract	x			$26,668	2,987	$15	$0	$15
	120	Clinical Support Center-Phoenix	x			$1,735,059	203,764	$997	$152	$845
	121	Co-steps Non-physicians	x			$81,435	9,113	$45	$0	$45
	123	Physician Residency	x			$276,045	30,940	$151	$0	$151
	124	Recruitment/Retention	x			$2,050,205	229,787	$1,124	$0	$1,124
	125	U.S.U.H.S., etc.	x			$3,056,143	342,545	$1,675	$0	$1,675
	126	DIR Support Fund	x			$24,857,207	2,756,438	$13,482	$0	$13,482
	127	Evaluation	x			$1,060,897	118,925	$582	$0	$582
	128	National Indian Health Board	x			$458,033	50,990	$249	$0	$249
	129	Albq./HQ Administration	x			$889,447	112,439	$550	$0	$550
	130	Nutrition Training Center	x			$344,240	41,707	$204	$0	$204
	131	Diabetes Program- Albq./HQ	x			$1,287,625	150,412	$736	$0	$736
	132	Cancer Prevention- Albq./HQ	x			$715,279	84,080	$411	$0	$411
	133	Health Records	x			$135,956	12,015	$59	$0	$59
	134	AIDS Program	x			$421,975	78,637	$385	$0	$385
	135	Handicapped Children	x			$345,268	40,679	$199	$0	$199
	137	National OIT Sup.- Albq./HQ	x			$8,272,974	923,758	$4,518	$0	$4,518
	154	Prescription Drug Monitoring	x			$1,000,000	114,900	$562	$0	$562
Dental Health							-			
	201	IHS Dental Program	x			$2,480,872	296,334	$1,449	$0	$1,449
	202	IHS Dental Program- Program formula		x		$5,211,934		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			$8,457,806	170,804	$835	$0	$835
	302	C.M.I. Grants	x			$620,933	69,307	$339	$0	$339
	303	National Conference	x			$106,289	11,849	$58	$0	$58
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			$3,095,464	507,902	$2,484	$0	$2,484
	402	Collaborative Initiatives	x			$834,554	47,681	$233	$0	$233

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Seldovia Village Tribe

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2018 TSA Pool	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares SELDOVIA Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		$8,226,856	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,264,397	349,118	$1,708	$0	$1,708
Public Health Nursing										
	601	Preventive Health Initiatives	x			$937,654	101,709	$497	$0	$497
	602	Preventive H. Init. - Prog. Formula		x		$2,383,258		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			$1,133,793	127,796	$625	$0	$625
CHR										
	801	IHS CHR Program	x			$2,369,315	263,085	$1,287	$0	$1,287
Direct Operations										
	1301	Direct Operations	x			$13,737,638	1,545,170	$7,558	$0	$7,558
	1301a	Direct Operations- OIT	x			$2,694,943	303,120	$1,483	$0	$1,483
	1302	Direct Ops Dental	x				-	$0	$0	$0
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		$2,312,098	$344,599	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,569,222	$209,781	$145	$145	$0
	2403	Facilities & Property Support		x		$2,269,845	$225,735	$2	$2	$0
	2404	Facilities Engineering Support		x		$1,359,652	$0	$0	$0	$0
	2405	Engineering Services Support		x		$479,120	$102,635	$288	$288	$0
TOTAL TSA AMOUNT						$94,470,826	$9,895,455	$48,399	$206	$48,755
TOTAL PROGRAM FORMULA AMOUNT						$29,802,828	$1,582,480	435	$435	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$125,273,654	$11,592,835	$49,396	$641	$48,755

Column 1 - All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septembe
Column 2 -All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS Septembe
Includes Chickaloon, Knik and All Alaska HQE TS. Does not include T-I shares.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2017 will be added
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution metho
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Seldovia Village Tribe** **58G950029**

Contract/Compact Period October 1, 2017 through September 30, 2018

Initial Negotiated Annual Funding Agreement							
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0004831166		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$840,471		$18,666	$30,199	$0	$889,336
2	Dental	$29,348		$991	$1,449	$0	$31,788
3	Mental Health	$12,268		$6,104	$1,232		$19,605
4	Alcohol & Substance Abuse	$208,063		$4,031	$2,717		$214,812
5	Public Health Nursing	$8,451		$580	$497		$9,528
6	Health Education	$2,349		$1,201	$625		$4,176
7	Community Health Representativ	$50,364		$436	$1,287		$52,086
8	Immunization (AK only)	$3,713		$1,668	$0	$0	$5,381
9	Direct Operations	$1,411		$20,435	$9,040		$30,886
10							
11							
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$1,156,438	$0	$54,111	$47,047	$0	$1,257,597
15	Purchased/Referred Care	$553,754		$6,772	$1,708		$562,234
16	Environmental Health Support	$0		$2,750		$0	$2,750
17	Facilities Support	$0		$169			$169
18	OEHE Support	$0			$0		$0
19	Maintenance & Improvement	$0	$41,178		$0		$41,178
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$7,668				$7,668
23	TOTAL, Facilities	$0	$48,846	$2,919	$0	$0	$51,765
24	Current year CSC Direct	$84,452					$84,452
25	Current year CSC Indirect	$0	$412,559				$412,559
26		$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, CSC	$84,452	$412,559	$0	$0	$0	$497,011
29	Quarters	$0					$0
30	Contract Health Services (Prior Y	$0					$0
31	Indian Health Facilities (Prior Ye	$0					$0
32	Others	$0					
33	TOTAL, Other	$0		$0	$0	$0	$0
34					$0		$0
35	GRAND TOTAL, AFA	$1,794,644	$461,405	$63,802	$48,755	$0	$2,368,606

Footnotes:

The FA program funding amount in column 1 and 2 are as of ORD number 12, dated 9/23/2017

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in with Sec. 4 of the FA.

Seldovia Village Tribe
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, : Yes (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" : No (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs		$0	$0	$0	N/A	$0
Supply Service Center			$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All other costs-			$0	$0	N/A	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
All other costs-			$0	$0	N/A	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All Other Costs			$0	$0	N/A	$0
SUBTOTAL ENVIRONMENTAL H	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 months

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (see Section 2.3.2.3 of Buyback Ag

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .:

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO THE SELDOVIA VILLAGE TRIBE FOR FY 2018

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of the Seldovia Village Tribe (SVT) under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with SVT's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2018, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by SVT to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties,

statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by SVT or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. [1]		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L. 93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office. (Surcharge funded services are also provided as needed and are noted with an asterisk (*))	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including those in support of Tribally managed programs.
2. Maintain or develop Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.
4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.
5. Provide assistance to tribally managed facilities in acquiring excess federal property.*
6. Maintain the federal property inventory process including excess and disposal.
7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.
8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.*
9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.
10. Provide technical assistance to Tribally managed facilities on procurement issues.
11. Maintain the federal credit card program.
12. Privacy Act and Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2/]		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $44 million).

c. Directly allocate IHS resources (currently approximately $15 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters.

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 490 federal (includes 190 IPA & 300 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations

and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 430 federal employees employed either directly or through Civil Service IPAs (130) or Commissioned Corps MOAs (300):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit

programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 300 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 14 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.
3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct

3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2012, the Alaska Area received in excess of $5.1 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signers, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 5/13/19

Seldovia Village Tribe

By: Crystal Collier
Crystal Collier, President

Date: 3-25-19

APPENDIX C
SELDOVIA VILLAGE TRIBE
TRIBAL FACILITIES

Seldovia Village Tribe Office, Seldovia, Alaska
Seldovia Village Tribe Health & Wellness, Homer, Alaska[1]
Alaska Tribal Cache Building, Seldovia, Alaska[2]
Seldovia Village Tribe Health & Wellness, Seldovia, Alaska[3]

[1] The PSFAs provided at this facility include but are not limited to those described in the Funding Agreement at Section 3 (A) 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

[2] The PSFAs provided at this facility include but are not limited to those described in the Funding Agreement at Section 3 (A) 3, 4, 6, 8, 12, 13, 14, 16, 17, 18, 19 and 25.

[3] The PSFAs provided at this facility include but are not limited to those described in the Funding Agreement at Section 3 (A) 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

SELDOVIA VILLAGE TRIBE

Tradition Integrated with Technology

RESOLUTION NO. 2011- 12

WHEREAS, the Seldovia Village Tribe (Seldovia) is a tribal organization that is a Co-Signer of the Alaska Tribal Health Compact (ATHC) and has negotiated a Funding Agreement (FA) with the Indian Health Service (IHS) under Title V of the Self-Determination Education and Assistance Act (ISDEAA); and

WHEREAS, the ATHC authorizes Co-Signers to provide services to non-eligible individuals provided Section 813 of the Indian Health Care Improvement Act (IHCIA) is complied with (*See* ATHC Article III, Section 4), and Section 813, as amended at 25 U.S.C. § 1680c(c)(2), provides that a tribe or tribal organization which operates a health facility under an ISDEAA agreement may make its own determination whether to provide health services to persons not otherwise eligible (i.e. non-beneficiaries) to receive IHS-funded health services; and

WHEREAS, Seldovia is authorized to determine whether it will provide health services under its IHS-funded programs to persons who are not eligible beneficiaries under federal law, provided that Seldovia gives consideration to whether the provision of such services will result in a denial or diminution of health services to eligible beneficiaries; and

WHEREAS, Seldovia has determined that the provision of health services on a fee-for-service basis to non-beneficiaries, in an amount not less than the actual costs of providing such services, will not result in a denial or diminution of health services to beneficiaries; and

NOW THEREFORE, BE IT RESOLVED, that Seldovia has decided to extend all available health services under the ATHC and its FAs to non-beneficiaries on a fee-for-service basis; and

BE IT FURTHER RESOLVED, that whenever significant evidence is presented to Seldovia that services to non-eligible, non-beneficiaries have resulted in a denial or diminution of health services to beneficiaries, Seldovia may suspend the delivery of such services to non-beneficiaries.

This resolution was duly adopted by the Seldovia Village Tribal Council, this 7th day of November, 2011 by the following vote: 9 Ayes Ø Nays Ø Abstain

APPROVED:

Crystal Collier

Crystal Collier
President

ATTEST:

Trinket Gallien

Trinket Gallien
Secretary

PO Drawer L • Seldovia, Alaska 99663 • Tel: 907 234 7898 • Fax: 907 234 7865 • Email: svt@svt.org • Web: www.svt.org

APPENDIX E

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

1V. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

APPENDIX F

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Indian Health Service

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No
18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.
23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.
26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.
29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Title	Date	Environmental Coordinator	Date

APPENDIX G

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

APPENDIX G – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by SVT, SVT shall submit a proposal package that includes a completed Project Summary Document (See Appendix E) and Environmental Information and Documentation Form (See Appendix F) to the IHS. Coordination time between SVT and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between SVT, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

	Action	Expected Timelines
	Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
☐	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
☐	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
☐	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
☐	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
	Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
☐	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
☐	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
☐	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow SVT and IHS to resolve them early.

Indian Health Service

National Environmental Policy Act; Categorical Exclusions

AGENCY: Indian Health Service (IHS), HHS.

ACTION: List of IHS program actions that are categorically excluded from the requirement to conduct further evaluation under the National Environmental Policy Act (NEPA).

SUMMARY: This notice provides a list of classes of IHS actions that normally do not have a significant impact on the environment and, therefore, do not require environmental impact statements (EIS) or environmental assessments (EA) under Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508) or Department of Health and Human Services (HHS) procedures (HHS General Administration Manual Part 30). All actions involving construction are reviewed to determine if extraordinary or exceptional circumstances exist that prevent the action from meeting the criteria established for this listing.

EFFECTIVE DATE: January 6, 1993.

FOR FURTHER INFORMATION CONTACT: Director, Division of Environmental Health (DEH), Office of Environmental Health and Engineering (OEHE), IHS, Public Health Service (PHS), HHS, room 5A–30, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857; or telephone (301) 443–1043.

SUPPLEMENTARY INFORMATION: Regulations of the CEQ at 40 CFR parts 1500–1508 require Federal agencies to adopt procedures to supplement and implement their regulations. The HHS, by giving notice in the Federal Register (45 FR 76519), has adopted such procedures and included them in the HHS General Administration Manual Part 30. The CEQ approved the HHS procedures on October 2, 1980. Paragraphs 1507.3 and 1508.4 of the CEQ regulations provide for the definition of categories of actions that do not individually or cumulatively have a significant effect on the human environment and therefore, do not require the preparation of an EIS or an EA. Paragraph 30–20–40 of the HHS General Administration Manual establishes categories of exclusion for Departmental actions and provides for the listing of actions by Operating Divisions within the Department. The IHS, as an agency of the PHS, hereby gives notice of its listing of actions which normally can be categorically excluded from further environmental review.

If a proposed action belongs to an excluded category but one or more extraordinary or exceptional circumstances (as defined in Part K) apply, then an EA must be prepared for the purpose of determining whether an EIS is warranted.

The IHS provides comprehensive health care services to more than 1 million American Indians and Alaska Natives. The goal of the IHS program is to raise the health status of American Indians and Alaska Natives to the highest level possible. In carrying out this goal, the program has three main objectives: (1) To deliver the highest quality health services possible; (2) to assist tribes and native corporations to develop their capacity to manage health programs; and (3) to serve as an advocate for American Indians and Alaska Natives in health related matters.

The IHS program is carried out through a health services delivery system, designed to provide a broad mix of preventive, curative, rehabilitative, and environmental services. The type of health services delivery system

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 60 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects as categorically excluded.

Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are untaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 85 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

investigation, diagnosis, consultation, counseling) in health programs.

F. Management and Administrative Support

Routine management and administrative support actions.

G. Training, Education, and Manpower Development

The award of training grants, scholarships, and the provision of other types of training and educational assistance are excluded. These actions include:

1. Support for development of professional and paraprofessional health competencies;
2. Support for development of American Indian and Alaskan Natives' health management capabilities;
3. Support for development of tribal and community capabilities in the areas of environmental improvement, disease reduction, injury control, and operation and maintenance of sanitation facilities;
4. Support for training and education of IHS personnel necessary for the efficient accomplishment of the IHS program; and
5. Educational activities including development of disease prevention and treatment and presentation of such material to American Indians and Alaskan Natives.

H. Statistics, Data Processing, and Information Gathering

Actions associated with statistics and information collection and dissemination are excluded. These actions typically involve:

1. Collection of demographic or morbidity data and analysis for program management and budget justification purposes;
2. Epidemiologic studies;
3. Environmental surveillance activities (e.g., sample collection, analysis, and monitoring of air, food, water, and wastewater) to determine quality as a basis for ensuring necessary corrective action;
4. Engineering studies and investigations including soil boring and test well drilling to gather data for the purpose of determining engineering feasibility and to permit facility design;
5. Updating existing data bases and data processing;
6. Printing and distributing reports; and
7. Developing new/redesigning existing data systems to meet specific program needs.

I. Indian Health Service Owned and Leased Facilities

Actions related to the IHS owned and leased facilities, or actions funded by IHS at tribally owned (or leased) and managed facilities as listed below, are excluded:

1. Maintenance and day-to-day operation of the physical plant and repairs to plant and equipment, or replacement-in-kind of utilities and building components;
2. Acquisition of equipment, provided all requirements for permits, registrations, and licenses are met, and provided the equipment involves use of generally accepted technology;
3. Building alteration or renovation that does not substantially change the function or general appearance of existing buildings;
4. Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction:

(a) Is at the site of an existing health care facility and the facility capacity is not substantially increased,

(b) Is for buildings of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or

(c) Is for projects other than buildings when less than five acres of surface land area are involved at a new site;

5. Facility planning and design including funding of such activities;
6. Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which:

(a) The intended use of the space is consistent with the functional design of the building, and

(b) The acquisition is consistent with an applicable master plan, if such plan exists;

7. The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action:

(a) Is consistent with any applicable master plan, if such a plan exists,

(b) Conforms to local zoning and land use ordinances, if such ordinances exist,

(c) Is consistent with the functional design of the facility,

(d) Would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and

(e) Satisfies the requirements of applicable comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 120 (h) provisions.

J. Construction of Sanitation Facilities

Actions associated with construction of sanitation facilities to serve Indian homes and communities, except that the following actions are not excluded:

(1) Construction of a sanitary landfill at a new solid waste disposal site, and

(2) Construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters.

K. Extraordinary or Exceptional Circumstances

Under extraordinary circumstances, the normally excluded actions described above may have a significant environmental effect; such actions are not categorically excluded. Actions that can be characterized by, or may cause any of, the conditions described below are examples of actions that are not categorically excluded:

1. Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;
2. Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;
3. Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;
4. Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
5. Those which have adverse effects on unique geographic characteristics (e.g., historic, archeological, or cultural resources, park recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones or ecological or critical areas including those listed on the Department of Interiors National Register of National Landmarks);
6. Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
7. Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
8. Those which have adverse effects on species listed by the Federal Government as endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
9. Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 29, 1992.

Michael E. Lincoln,

Deputy Director.

[FR Doc. 93-173 Filed 1-5-93; 8:45 am]

BILLING CODE 4160-16-M

Funding Agreement
Between
Certain Alaska Native Tribes
Served by the
Tanana Chiefs Conference
and the Secretary of the Department of Health and Human Services
of the United States of America
for Fiscal Years 2023-2025

This Funding Agreement is entered into by and between certain Alaska Native Tribes, as indicated in the attached Exhibit A, served by the Tanana Chiefs Conference, and the Secretary of the Department of Health and Human Services of the United States of America. These Tribes have authorized the Tanana Chiefs Conference to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 -- Obligations of the Indian Health Service.

1.1 Generally. This Funding Agreement ("Agreement") obligates the Indian Health Service ("IHS") to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact ("Compact") between the Tanana Chiefs Conference ("TCC") and certain other Co-Signers thereof and the United States in Fiscal Years 2023-2025.

Under the authority of section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities ("PSFAs") of the Alaska Area Office and the Alaska Native Medical Center ("ANMC") have been transferred to tribal management.

Delivery of PSFAs will be consistent with each Co-Signer's Funding Agreement. IHS will remain responsible for performing all federal residual PSFAs. IHS will remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium ("ANTHC") and the Southcentral Foundation ("SCF") on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied with and take appropriate action. IHS will further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act ("Act"), and other applicable provisions of federal law.

In addition, although funds are provided from Headquarters and Area Office in support of this compact, IHS will continue to make available to TCC PSFAs from both Area Office and Headquarters, unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this Agreement. In cases where a portion of the tribal share has been transferred, there may be a diminishment in the level of PSFAs provided by IHS. Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS will be made in consultation with Alaska Tribes. The Indian Health Service PSFAs not negotiated into or listed in Appendix A remain the responsibility of IHS.[1]

The "Memorandum of Agreement describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service ("AANHS") reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and TCC will not be denied access to, or services from, Headquarters. Specifically, TCC will receive the following services from IHS Headquarters.

1.1.1 Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. TCC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to TCC. TCC's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.2 Information Services. IHS will provide the full range of Office of Information Technology ("OIT") national support to ANTHC and ANMC. OIT will provide specified services directly to TCC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC Funding Agreement. Upon request of ANTHC, after good faith efforts to resolve TCC's technical issue, OIT's support of TCC will include technical support needed on-site by TCC. A list of services due under this paragraph, with identification of method of delivery, is shown in Appendix F of this Agreement and incorporated by reference herein.

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[1] All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

1.1.3 Access to Training and Technical Assistance. To the extent funds are retained by IHS, TCC shall have access to training, continuing education, and technical assistance in the manner and to the same extent TCC would have received such services if it were not a Self-Governance Co-Signer.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.1.5 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners, as those terms are defined and used in the CHAPCB Standards and Procedures.

1.1.6 Access to Federal Insurance. IHS will assist TCC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available), and the procedures by which TCC may exercise its rights under Section 409 of the IHCIA to have access to such Federal insurance for its employees.

Section 2 – Obligations of the Co-Signer.

This Agreement obligates TCC to be responsible for and to provide the health PSFAs identified in Section 3 [Tribal Programs and Budget], using the resources transferred under this Agreement and other funds as they may become available to TCC. This Agreement authorizes TCC to consolidate and redesign PSFAs identified in Section 3 [Tribal Programs and Budget] as provided in the Indian Self-Determination and Education Assistance Act and the Compact.

Section 3 – Tribal Programs and Budget.

Subject to the availability of funding, TCC agrees to administer, provide, and be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement throughout the TCC region. TCC may, in its discretion, consolidate or redesign programs or reallocate budget items listed in Appendix A, consistent with Title V of the Indian Self-Determination and Education Assistance Act. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of TCC at TCC's discretion. PSFAs may be delivered in a variety of settings, including, but not limited to, clinics, homes, schools, culture camps, and other community settings. For the purposes of this Agreement, TCC budget categories consolidate related PSFAs as listed. To the extent any Tribe that is a member of the Tanana Chiefs Conference has entered into a contract under Title I or a funding agreement under Title V of the

ISDEAA, TCC will not be obligated to provide any PSFA, or portion thereof, included in such contract or funding agreement; provided that TCC may provide services to such a Tribe, subject to the availability of resources. TCC's wide range of services are provided and facilitated directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-Signers, and Tribes giving resolutions of support to TCC for IHS services, including through field clinics, referral to ANMC, and other arrangements with Tribal health organizations. TCC is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services.

3.1 Clinical Care Services. TCC provides a broad range of health care services to prevent and treat disease and injury and, in conjunction with other health programs of TCC, to promote improvements in health status.

3.1.1 Generally. TCC provides comprehensive well person, emergency, urgent, acute and chronic care, preventive, and other health services. These services include, but are not limited to, family practice; internal medicine; obstetrics and gynecology (including participation in the Community Call System); general surgery; psychiatry; early periodic screening, diagnosis, and treatment of children and young adults; pediatrics, immunizations and vaccinations; family planning; specialized women's and men's screening and treatment services; geriatrics; pharmacy; infusion therapy; orthopedic services; laboratory and radiology; physical therapy; case management; dental; optometry; behavioral health; and other ancillary services.

3.1.2 Hospital Based Services. TCC provides outpatient and in-patient services at Fairbanks Memorial Hospital and TCC Ambulatory Surgery Center, including, but not limited to, obstetrics and gynecology, pediatrics, dentistry, endoscopy, general surgery, orthopedics, ear-nose-throat, ophthalmology, and psychiatry, through direct provision of services and through purchased services, and through referral to ANMC.

3.1.3 Itinerant and Village-Based Services.

3.1.3.1 Generally. TCC provides health services in the villages and communities through village and sub-regional clinics, community health aide program services, itinerant health care provider visits, cooperating with and supporting field clinics provided by ANMC and other specialists, cooperation with local providers when they are present in the villages, use of telehealth modalities (including telepharmacy, telecardiology, telephysical therapy, telebehavioral health and teleradiology), delivery of ancillary services through Chief Andrew Isaac Health Center ("CAIHC"), maintenance of health records, information management services, patient registration services and other support to assure fully integrated health care services and continuity of care.

3.1.3.2 Support of Other Tribal Health Providers. TCC provides services to support other tribal health care providers, including the Tanana Health Center, Fairbanks Native Association (FNA), and the Council of Athabascan Tribal Governments ("CATG"), which may include but is not limited to:

3.1.3.2.1 collaborative relationships with mid-level providers;

3.1.3.2.2 supervision of, standing orders for, consultative services for, and training of community health aides/practitioners, including dental health aide therapists and behavioral health aides/practitioners;

3.1.3.2.3 dental and optometry services and clinics;

3.1.3.2.4 individual prescriptions, laboratory services, and other services for patients ordered by TCC health providers or by tribal health providers for whom TCC performs such services;

3.1.3.2.5 pharmaceuticals and medical supplies;

3.1.3.2.6 biomedical services;

3.1.3.2.7 on-call and after-hours medical and behavioral health services;

3.1.3.2.8 telehealth, telepharmacy, and telebehavioral health;

3.1.3.2.9 environmental health services, including planning and design, emergency response, technical support, and training;

3.1.3.2.10 information systems and security;

3.1.3.2.11 training;

3.1.3.2.12 credentialing; and

3.1.3.2.13 medivac and transportation services.

3.1.3.3 Anaktuvuk Pass. In addition to services provided in the villages that are members of the Tanana Chiefs Conference, a full range of primary care and other medical services in Anaktuvuk Pass, which may include: physician, dental, behavioral health, optometry services, and related support for community health aides located there, including information technology services.

3.1.4 ANMC Field Clinics. TCC facilitates and supports services delivered by ANMC and ANTHC through field clinics and other arrangements, including referral to ANMC.

3.1.5 Community Health Aide Program. TCC provides Alaska-unique village-based care under the *Standards and Procedures* approved by the IHS Community Health Aide Program Certification Board ("IHS CHAPCB") and other program standards of TCC. These services which are provided through, and which provide support for TCC's Community Health Aide Program and other Tribal Health programs include:

3.1.5.1 health care services, including well person, acute and chronic care, emergency stabilization and care, and preventative services. Such services include, but are not limited to, providing well child, immunizations, family planning, pre-natal care, women's health and pharmacy services, health promotion and disease prevention;

3.1.5.2 dental health aide therapist services;

3.1.5.3 Behavioral Health Aide/Practitioner services, which are carried out under the *Standards and Procedures* of the IHS CHAPCB;

3.1.5.4 patient case management, including arranging for and providing emergency and routine patient transportation, using various types of transportation vehicles on land, water and air;

3.1.5.5 telemedicine, telehealth, telepharmacy, telecardiology, teleradiology services, tele-physical therapy, and telebehavioral health;

3.1.5.6 logistic, supervisory, and administrative services for CHA/Ps; and

3.1.5.7 Community Health Aide Program Training provides comprehensive training of and ongoing support to community health aides and candidates for certification consistent with the *Community Health Aide Program Standards and Procedures* adopted by the IHS Community Health Aide Program Certification Board, including developing, conducting and supporting training programs and continuing education. Training and continuing education may be offered directly at TCC's CHAP training center or through distance learning courses, attendance at another CHAP training center, or other training protocols.

3.1.6 Purchased and Referred Care (PRC). TCC purchases medical, dental, optometry, behavioral health, pharmaceutical, ancillary, transportation, and nursing home services, not otherwise available or accessible through TCC. Program administration includes determining eligibility, monitoring of patient care for appropriateness of services within established program guidelines, use of cost containment policies, and referral to the ANTHC transient care pool.

3.1.7 Dental Services. TCC provides general and limited specialty dental services to improve dental health and lower the incidence of dental disease, including services of certified dental assistants, dental health aide therapists, and dental hygienists. Services are provided at a TCC Dental clinic as well as during dental village visits within the TCC region.

3.1.8 Optometry & Ophthalmology Program. TCC provides vision care services, special optometry screening for diabetic patients through JVN, vision care dispensary services, direct and field visit optometry services, ophthalmology services including surgical procedures and serves as a referral point for eye care services either not available at TCC or beyond TCC's scope of care.

3.1.9 Physical Therapy. TCC provides comprehensive outpatient physical therapy services, including services provided through field visits and telephysical therapy.

3.1.10 Home and Community Health Care. TCC provides through a combination of western methods and other community based services, comprehensive

home and community care services including assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the TCC region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provide palliative care and other end-of-life services, respite, chore, nutrition, transportation and other supportive services including various senior programs and activities and engages in planning and development of additional services. All of these services are provided throughout the TCC service area and include the medical, public health, and preventive services in support of long term care at residential care facilities and assisted living homes. TCC provides the services described above and other home-and community-based care, long term care, hospice, and assisted living services in accordance with Section 205 of the IHCIA, as amended, 25 U.S.C. § 1621d.

3.1.11 Nutrition Services. TCC provides services to inform, educate, motivate, and support individuals and families to achieve and sustain nutritionally healthy lifestyles, which includes nutrition education, food supplements, counseling, and other services for individuals at nutritional risk, as well as encouragement and support to retain subsistence foods as an important part of the diet.

3.1.12 Traditional, Complementary and Alternative Medicine. TCC provides traditional healing services in coordination with existing western medicine services, and complementary and alternative patient care services including, but not limited to, acupuncture, massage therapy, chiropractic care, healing touch, acupressure, and other traditional health modalities may be provided following a referral from a primary care provider (defined as a MD, DO, DDS, DMD, PA or ANP). Traditional health care practices are subject to Section 831 of the IHCIA, as amended at 25 U.S.C. 1671.

3.1.13 Ancillary and Support Services. TCC provides ancillary and support services including, but not limited to, biomedical, laboratory, radiology, pharmacy, clinical administration, health records, medical coding and billing functions, social service referrals, telehealth services (including maintaining teleradiology equipment and contracting for radiology services), maintaining an Electronic Health Records system, information services in support of all of its health services, housekeeping, sterile supply, security, mailroom, purchasing management, and operation of all facilities and properties used by TCC under this Funding Agreement, owned or leased by TCC. TCC also provides residential patient housing services to village clients receiving medical services while in Fairbanks and housing for women awaiting delivery and, with their newborns, for a period after delivery when follow-up care is needed.

3.1.14 Transportation. TCC provides patient (including qualified escorts) and employee travel and travel management, including, but not limited to, transportation provided by ambulance, airplane, motor vehicle, boat, all-terrain vehicle and other forms of transportation common to the TCC region, including vehicles owned or leased by TCC and privately owned vehicles used in the performance of the PSFAs under this Funding

Agreement. TCC provides the above described patient and qualified escort transportation in accordance with Section 213 of IHCIA, as amended at 25 U.S.C. 1621*l*.

3.1.15 Emergency Medical Services. TCC provides a full range of emergency medical services including, but not limited to, first responder services; services coordinated with or in support of other emergency medical service providers; providing training; and maintaining supplies and equipment necessary for emergency medical services.

3.1.16 Community Health Representatives. TCC provides community health representative services, which include village and community-based services to promote health and prevent disease and injury; determine health needs, improve health knowledge, and promote healthy lifestyles; advocacy services; networking with other providers; and support and training for community health representatives.

3.1.17 Other Community Health. TCC provides a wide range of community and home-based programs and services to address prevention and treatment needs associated with special populations and diseases, including diabetes, maternal/child health, elders program, chronic disease care coordination, woman's wellness, patient education, HIV/AIDS, fetal alcohol spectrum disorders ("FASD"), and infectious diseases. These programs and services include patient tracking and case management; risk assessment, counseling, health education, and immunizations.

3.1.18 Behavioral Health Services. TCC, directly and in conjunction with the Fairbanks Native Association ("FNA"), provides a full range of behavioral health services, which include psychiatry and a variety of western counseling methods and traditional modalities. The traditional modalities are based upon traditional healing accepted in the TCC region and subsistence activities and are used as channels for mental and emotional healing. A variety of activities may be utilized including boating, camping, fishing, hunting, trapping, gathering foods, community gatherings, and meeting with elders. These services may be provided by behavioral health aides, and village based counselors. Traditional health care services will be provided in accordance with 25 USC § 1680u.

3.1.18.1.Community Based Services. TCC provides outpatient mental health and substance use disorder assessment, screening, and treatment services, including medication management, to individuals of all ages and may deliver services in a variety of settings, including, but not limited to clinics, homes, schools, culture camps and other community settings. TCC also provides information and referral to other outpatient and inpatient programs and support services that may include providing emergency services and other care necessary to ameliorate risks and to respond to patients' needs. TCC provides these and other behavioral health services through clinics in Fairbanks and villages, through itinerant visits, through telehealth, and through village-based services it provides directly or supports clinically and programmatically, including the services of behavioral health aides, who may provide a broad range of community development,

prevention and education, supportive counseling assessments, case management, skills development, treatment, referral, and coordination of care.

3.1.18.2 Prevention and Wellness Services. TCC provides behavioral health wellness training and community behavioral health assessment, suicide prevention, and other prevention activities to address substance abuse and associated problems, including tobacco use assessment and cessation services, through prevention/education, outreach, continuing development of local aftercare support services and community capacity.

3.1.18.3 Community Child Welfare and Family Services: TCC provides comprehensive health services to the abused and neglected child and the child's family; assures a safe environment for the healthy well being of the child, and works toward the ultimate rehabilitation of the child and child's family, including, but not limited to, emotional support services; substance abuse counseling; health information; services that prevent and respond to child physical abuse; health services to address sexual abuse, neglect and other conditions that place a child at physical or emotional risk; participation in child protection teams; advocacy and evaluation of and support to foster homes to promote the physical and emotional well-being and safety of the child; health related aspects of recruitment of potential foster and adoptive homes; child development and family services which include, but are not limited to, health-oriented education; socialization; health screening; growth and nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.1.18.4 Specialty Services.

3.1.18.4.1 Old Minto Family Recovery Camp. The TCC Old Minto Family Recovery Camp program provides residential, outpatient and aftercare treatment to individuals and families for treatment of substance use and co-occurring disorders.

3.1.18.4.2 Paul Williams House. The TCC Paul Williams House provides 24 hour supervised care, including crisis respite housing, to individuals experiencing severe, persistent mental illness. Residents also receive a variety of behavioral health services including assessment and evaluation services, medication management, supportive counseling, individual and group skills building, and other supportive services.

3.1.18.4.3 Graf Rheeneerhaanjii Program. The Graf Healing Place provides substance use disorder and other behavioral health treatment for youth in conjunction with the Fairbanks Native Association(FNA). This residential program provides a full range of assessment and treatment services, including youth and family outpatient orientation and continuing care services.

3.1.18.4.4 Enhanced Detox Treatment. TCC, in conjunction with FNA, provides multi-disciplinary, residential detoxification and related behavioral health services.

3.1.18.4.5 Telebehavioral Health. TCC provides behavioral health services via telebehavioral health modalities through which TCC provides direct counseling services, clinical supervision, training, support groups, and other services.

3.1.18.4.6 Sobering Center (Sleep-Off Center). TCC provides services for the protection of individuals impaired by alcohol and substance abuse, including but not limited to, support services, monitoring, screening and referral to treatment.

3.1.19 Health Services Training. TCC participates in health services training through offering sites for medical students, residents, and other individuals obtaining training in the health professions, through providing clinical preceptorships, mentoring, teaching, shadowing training, and supervision of health care providers who provide services for TCC.

3.1.20 Housing. TCC provides temporary housing for TCC clients and their families or escorts to facilitate access to care, including supportive housing for individuals with behavioral health issues. TCC may provide the full range of health services at these locations.

3.2 Environmental Health. TCC environmental health provides broad, comprehensive environmental health programs, which include:

3.2.1 rabies control;
3.2.2 food sanitation;
3.2.3 hazardous materials management;
3.2.4 safety;
3.2.5 infectious disease investigation;
3.2.6 institutional health; and
3.2.7 safe water, sewer, and solid waste facilities construction assessment and support, operation and maintenance assistance, on-site support, surveys, educational, and technical assistance.

3.3 Facility Management and Planning. TCC provides procurement, materiel management, facilities management, planning, development, and coordination of design, engineering, management and general contracting for construction, demolition and clean-up, security, maintenance and operation of all facilities and properties used by TCC under this Funding Agreement, including facilities owned and leased by TCC.

3.4 Health Education/Injury Prevention. TCC provides a full-spectrum of health promotion and disease prevention services, including community and school-based

programs and networking and collaboration with statewide and regional providers to integrate services and interventions designed for targeted problems and populations.

3.5 Administrative and Policy Direction.

3. 5.1 Board of Directors. All programs are provided under the direction of the TCC Board of Directors, which provides policy, administrative, and executive direction and review, as a full Board, and through the Executive Board, Health Board, and other advisory boards, and through the leadership and direction of the President/Chairman of the Board, who is the chief executive officer of TCC.

3.5.2 Executive Direction. The President/Chairman of the Board and administrative departments of TCC provide direction, administrative support, and technical assistance in support of all of the PSFAs described in this Funding Agreement, including legal, financial, and administrative support, administrative compliance, quality management, and patient advocacy.

3.6 Other Programs/Services Funded.

3.6.1 Redesign and Consolidation. This Agreement includes PSFAs resulting from tribal redesign or consolidation, reallocation, or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out PSFA's that may be included in this Agreement pursuant to Section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the Compact.

3.6.2 GPRA. Participation in the Test Group for the Government Performance and Results Act as identified in Appendix B.

3.6.3 Tribal Facilities and Locations. TCC operates the PSFAs described in this Agreement out of more than one facility or location. These PSFAs include, but are not limited to, the facilities and locations listed in Appendix E to this Agreement and incorporated by reference herein. The Area Division of Planning, Evaluation and Health statistics shall compile from this Appendix E [TCC Interior Service Unit Facilities List] a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters Office of Program Statistics (OPS). The OPS shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare & Medicaid Services (CMS) pursuant to the Memorandum of Agreement between the Health Care Finance Administration (now CMS) and the Indian Health Service (December 19, 1996).

3.7 Federal Tort Claims Act.

3.7.1 Coverage. Pursuant to Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Alaska Tribal Health Compact, the Federal Tort Claims Act applies to TCC's PSFAs under this Agreement as provided in Section 516(a) of Title V,

which incorporates Section 102(d) of Title I of the Indian Self-Determination and Education Assistance Act and Section 314 of P.L. 101-512. The extent of Federal Tort Claims Act coverage is described more particularly in 25 CFR §§ 900.180- 900.210.

3.7.2 Insurance. There is no requirement that TCC purchase liability insurance to protect or indemnify the federal government. TCC may purchase liability insurance supplemental to FTCA coverage, and such purchase is an allowable cost under this Agreement.

3.8 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, TCC shall be the payer of last resort.

3.9 Utilization of IHS Recruitment Website.

3.9.1 Beginning July 1, 2017, TCC agrees to retrocede 50% of its tribal shares for line item 124 to the Indian Health Service in exchange for TCC being able to fully access and utilize the recruitment website www.IHS.gov/jobs.

3.9.2 TCC understands and agrees that access to and use of the website is conditioned upon the following:

3.9.2.1 TCC must meet the Information Technology (IT) security requirements for all users of the IHS IT systems before access to the system will be authorized.

3.9.2.2 A single point of contact for TCC will be responsible for posting health professions vacancies. TCC's human resources department or a specified designee will post health care professional jobs using the www.IHS.gov/jobs job announcement templates (health professions postings only).

3.9.2.3 TCC will need to assure the accuracy of its health care professional vacancy posts by reviewing postings at least quarterly and updating or removing outdated job postings.

3.9.2.4 This agreement is only for health care professional jobs postings on www.IHS.gov/jobs and does not authorize posting on external job boards.

Section 4 – Amounts Available During the Term of the Funding Agreement

4.1 The following amounts shall be available to TCC pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[2]

	Annual Funding
Recurring base: Inclusive of all recurring funding including recurring contract support funds.[3]	$70,849,761
Non-recurring funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[4]	$18,924,844
Subtotal: (This amount is subject to amendments in accordance with Section 11 [Amendment or Modification of this Funding Agreement].)	$89,774,605
Area "tribal" share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement[5]	$1,569,703
Headquarters - Tribal share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[6]	$1,100,672

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[2] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and TCC for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

[3] A break-out of these funds is shown in Appendix A. See Footnote 3. This amount also includes funds for the Village Built Clinic Leases of $379,143, and the base program funds for the Youth Treatment Facility of $700,000. Pursuant to Section 704(b)(4)(A) of P. L. 102-573, the Indian Health Amendments of 1992, funds for the operation of the Youth Treatment Facility may not be retroceded, except to IHS; shares may not be removed and provided to individual Tribes.

[4] These non-recurring funds are shown in Appendix A. *See* Footnote 3. Other non-recurring funds will not be specifically identified in this Funding Agreement, but will be provided to TCC in the future to the same extent as they have been historically provided.

[5] Funds from Area were allocated to each Co-Signer according to the Alaska Area Methodology agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A. In addition to the Funding amount, prior to the effective date of Section 325 of P. L. 105-83, TCC restricted Area tribal shares in an amount identified as "Subtotal Area TS Amount" in the "TCC Restricted" column on Page 1 of Appendix A. These restricted Area tribal shares were transferred to ANTHC in accordance with Section 325 in 1988. Also see Addendum 2, Item A, regarding these funds.

[6] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified in Appendix A.

Headquarters - Tribal share: "program formula pool" - to include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	$0
Subtotal - Tribal Shares[7]	$ 2,670,375
TOTAL COMPACT FUNDING[8]	$92,444,980

These amounts are subject to additions for reimbursements and for new funds received during the term of this Funding Agreement including amounts that have historically been distributed as non-recurring funds under Title I of the Act. Any amounts remaining unspent under Contract No. 243-96-6015 or previous Funding Agreements, after adjustment and reconciliation of the withheld amounts for IPA/MOA, supplies, and services, as of the last day of the fiscal year, shall be included in this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $0 is for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due TCC was determined by multiplying the FY 2022 Equipment Replacement amount paid to TCC by 90%. The final Equipment amount paid in FY 2023 will be based on the final FY 2023 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2023 Equipment Replacement allocation, is less than the 90% calculation, TCC will return the difference to IHS. See also Appendix A, footnote to line 22 on page 6. The Recurring Base amount shown above includes $484,460 that TCC received, recurring in FY 2006 in Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FY 2023 Interior Appropriations Act (Act) or Congressional Reports. After the Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring TCC's signature as described in Section 12 [Amendment or Modification of this Funding Agreement] of this FA.

Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to the TCC Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add TCC diabetes grants and any

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[7] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount will be adjusted to make available all tribal shares for which TCC is eligible.

[8] For the reasons noted regarding the amounts that make up this total and because full funding amounts under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to TCC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. TCC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. TCC will comply with all terms and conditions of the grant award, including reporting requirements and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant. TCC and its employees carrying out statutorily mandated grants programs added to the Agreement are covered by the FTCA.

4.2 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including TCC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to TCC as a part of the lump sum due. The amount is determined by multiplying the FY 2022 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2023 will be based on the final FY 2023 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2023 Routine M&I allocation, is less than the 90% calculation, TCC will return the difference to the IHS. TCC and IHS have agreed that TCC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to TCC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

TCC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,[9] as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If TCC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. The TCC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by TCC shall continue to be eligible for Competitive Project Pool funding.

If TCC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and TCC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS[10] deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

TCC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. TCC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.3 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the fiscal year covered by this agreement, which represents the parties' estimate of TCC's full CSC requirement pursuant to 25 U.S.C. § 5325, is $24,302,591, including $6,113,684 for direct CSC and $18,188,907 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will

[9] M&I eligible federally owned facilities operated by TCC continue to be eligible to access non-routine funds through the Competitive Pool.

[10] "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and TCC's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.4 Leases. IHS must report on its federally leased facilities. TCC agrees to notify the AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where TCC has bought back services from IHS. IHS will annually, or upon renegotiation, provide to TCC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to TCC. In administering these leases, IHS will work with TCC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

4.5 Base Budgets.

4.5.1 Categories and Base Year. IHS and Co-Signers have agreed to extend the 3-year (FY 1998–FY 2000) base budgets implemented for the Alaska Tribal Health Compact for an additional seven years (FY 2001–FY 2007). IHS and TCC have subsequently agreed to additional extensions through FY 2025. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts[11]	FY 1997	FY 2025
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.5.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new co-signers to the Compact and when current co-signers add or retrocede PSFAs, as provided in Section 9.3 [Withdrawal Procedures].[12] Adjustments also shall be permitted when co-signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions will be changed only during annual negotiations. TCC also will be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 6.2 [Due to

[11] Alaska Tribal Health Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[12] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Additional Tribal Resolution]. TCC will also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from IHS Headquarters.

Section 5 – Method of Payment.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of this Funding Agreement] of this Agreement will be paid to TCC, in accordance with Compact Article II, Section 4(a) [Payment Schedule]; payment to TCC to be made as one annual payment in lump sum to be made by check or wire transfer.

5.2 Availability of Tribal Shares. TCC will be paid 100 percent of negotiated Headquarters and Area Tribal Shares in its initial lump sum payment.

5.3 Buyback/Withholding. TCC may carry out its responsibility to provide certain PSFAs included in this Agreement by using services or other resources of the federal government under Article V, section 22 of the Compact, as permitted by law. Except as provided in this Agreement, the cost of such services and the terms under which they may be made available to TCC are set forth in the Buyback/Withholding Agreement between IHS and TCC, which is attached as Appendix D to this Agreement and incorporated by reference herein. The administrative surcharge provided for in section 2.2.4 of the Buyback/Withhold Agreement for FY 2023 will be .285 percent. Notwithstanding Section 5 of that agreement upon the request of IHS or any Co-Signer, such agreement will be negotiated for future fiscal years annually during negotiation of this funding Agreement.

5.4 Periodic Payments. Payment of funds otherwise due to TCC under this Agreement which are added or identified after the initial payment is made will be made promptly upon the request of TCC by check or wire transfer.

Section 6 – Adjustments

6.1 Due to Congressional Actions. The parties recognize that the total amount of the funding is subject to adjustment due to Congressional action in appropriations acts or other laws affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such law, the amount of funding provided to TCC in this Agreement will be adjusted as necessary, after TCC has been notified of such pending action and subject to any rights which TCC may have under this Agreement, the Compact, or the law. The Secretary will give prior notice to TCC of any proposed action by Congress which is reasonably expected to cause an adjustment under this section.

6.2 Due to Additional Tribal Resolutions. The funding in this Agreement is subject to adjustment in the event that a Tribe whose authorizing resolution was not previously provided does provide such a resolution to TCC by the effective date of this Agreement. The amount of such adjustment will be negotiated between TCC and IHS.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by TCC will not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical records, financial record and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a (b); and

7.1.2 Pursuant to Section 105(o) of Title I, the medical records generated by TCC will, at the option of TCC, be stored with the National Archives and Records Administration, and TCC will have access to such records.

7.2 Confidentiality Standards. TCC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, TCC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its governing body, which will be consistent with the purposes and guidelines of HIPAA and the Privacy Act.

Section 8 -- Program Rules.

8.1 Accreditation. TCC will carry out the health PSFAs in this Agreement in compliance with one of the health care industry nationally recognized accrediting bodies such as:

8.1.1 The Joint Commission (formerly known as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO)).

8.1.2 Accreditation Association for Ambulatory Health Care or (AAAHC) or

8.1.3 National Commission on Quality Assurance (NCQA).

8.2 Community Health Aide Program. TCC will conduct the CHA program under the IHS Community Health Aide Program Certification Board Standards and Procedures.

8.3 Policies Adopted by TCC's Executive Board. TCC will also carry out the guidelines, manuals and policy directives as approved and adopted by the TCC Executive Board of Directors.

8.4 Circulars. Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, TCC does not agree to be subject to any agency circular, policy, manual,

guidance or rule adopted by IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517, of Title V, unless otherwise waived.

Section 9 -- Retrocession and Discontinuance.

9.1 Retrocession. The retrocession provisions of Section 506(f) of the ISDEAA are adopted as part of this Agreement, except that the effective date of a retrocession request from the Compact and Funding Agreement, in whole or in part, will be one year from the date of the request by an authorizing Tribe or Village. Retrocession may be effective with less than one year's notice providing the Tribe requesting retrocession, TCC and IHS agree to an effective date of less than one year from the date of the retrocession request.

9.2 Discontinuance. TCC may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and the Indian Health Service. Notice must be provided one year in advance of the effective date of the request, except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the Indian Health Service.

9.3 Withdrawal Procedures. Unless prohibited by law and in accordance with Section 506(g) of the Act, a tribe or tribal organization may fully or partially withdraw from a participating tribal organization its share of any PSFA (or portions thereof) included in the Compact or funding agreement, and such withdrawal shall become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization; provided that, in the absence of a specific time frame being set forth in the resolution, such withdrawal will become effective on

9.3.1 the earlier of:

9.3.1.1 one year from the date of submission of such request; or

9.3.1.2 the date on which the Agreement expires; or

9.3.2 such date as may be mutually agreed by the Secretary, by the Indian tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian tribe or tribal organization.

Section 10 -- Consolidation of Contracts and Previous Annual Funding Agreements.

Contract No. 243-96-6015 and all previous Funding Agreements will be amended or terminated, as appropriate, to transfer applicable funds into this Funding Agreement as of the effective date of this Agreement, for PSFAs, materials, and facilities provided to the Tribes represented by TCC; provided that, if any Tribal government does not authorize TCC to enter into the Compact and this Agreement, PSFAs will continue to be provided under TCC's existing contract. Any such continuation under contract is subject to the negotiation of funding adequate to cover the additional administrative costs associated with the continuation of the contract simultaneously with this Agreement.

Section 11 -- Amendment or Modification of this Agreement.

11.1 Form of Amendment. Except as otherwise provided by this Agreement, the Compact, or by law, any modifications of this Agreement, will be in the form of a written amendment and will require written consent of each of the signatory Tribes, acting directly or through TCC as authorized by resolution, TCC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of the Funding Agreements will not be required.

11.2 Services from IHS. If TCC determines that it wishes IHS to provide PSFAs included in this Agreement for which funding has been identified but not provided, the parties will negotiate an amendment to reflect the transfer of responsibilities from TCC back to IHS and the pro-rata share of funding for that PSFA will be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

11.3 Amendments Due to Addition of New Programs. If TCC decides to administer, operate, or conduct a PSFA of IHS not included in this Agreement, TCC will submit a proposal to IHS to provide such PSFA. The parties agree to negotiate such proposal, and should the parties fail to reach Agreement, TCC may submit a final offer in accordance with Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section will be treated as a request for amendment to this Agreement and, once approved by IHS, the Alaska Area Office will prepare an amendment within thirty days. The amendment will be executed through the Alaska Area Office.

11.4 Amendments Due to Availability of Additional Funding. TCC will be eligible for any increases in funding or funding for Medicaid, Medicare, Maintenance & Improvement, other reimbursables, and new programs for which it would be eligible if TCC had been administering programs under a Self-Determination contract, rather than under the Compact and this Agreement; and TCC will be eligible for any other funds that are not restricted by appropriation language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters, and funds passed to Alaska Area as recurring or non-recurring funds. This Agreement will be amended to provide for timely payment of such new funds to TCC. Such amendment will be originated and prepared within thirty days by the Alaska Area Office and executed through the Alaska Area Office in consultation with TCC.

11.5 Other Adjustments. Upon written authorization by TCC, and agreement by IHS, IHS may reallocate funds retained by IHS which are obligated to TCC for the purpose of reimbursing IHS for services or equipment provided to TCC to assist TCC in carrying out the terms of the Compact and this Agreement.

11.6 General Procedures for Amending or Modifying this Agreement. Amendments or modifications proposed by TCC will be submitted in writing to the Alaska Area Director with a copy to the IHS Office of Tribal Self-Governance. Except as provided with respect to the incorporation of a provision of Title I under article V, section 21, of the

Compact, or as provided above in paragraphs 11.3 and 11.5 of this Section 11, a request to amend or modify this Agreement submitted by TCC will be processed under section 507(b)–(d) of Title V.

11.7 Funding Increases. Written consent of TCC will be required only for issuing amendments for those funds which (1) require a change to Section 3 – Tribal Programs and Budget; (2) require a specific commitment by TCC (e.g. Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction Projects); or (3) involve reduced funding other than changes in Congressional appropriations pursuant to section 6.1 of this Agreement. Amendments not requiring written consent may include, but are not limited to:

11.7.1 Program/Area/HQ Mandatories;
11.7.2 Program/Area/HQ End-of-Year Distributions;
11.7.3 CHEF, subject to the condition that if in whole or in part a case initially qualifying for reimbursement is paid by an alternate resource or cancels for any reason, the Co Signer will return the unused amount to the IHS CHEF account;
11.7.4 CHS Deferred Services;
11.7.5 Routine Maintenance & Improvement; and
11.7.6 Collections and reimbursements.

Amendments reflecting payment of these funds will be provided to TCC after any such funds are added to the Agreement. TCC retains the right to reject the addition of such the funds to the Agreement and return the funds to IHS.

Section 12 – Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of IHS under the Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" 25 U.S.C. § 1680c(b)(1)(B). The TCC Executive Board has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2011-06. Resolution 2011-06 is attached as Appendix G and incorporated by reference herein. TCC may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 2011-06. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 13 – Memorializing Disputes.

The parties to this Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Section 507(b)–(d) of Title V, or at TCC's option may be set forth in "Memorialization of Matters Remaining in Dispute." This memorialization will not be considered a part of this Agreement, but is attached for the purpose of recording matters in

dispute for future reference, discussion, and resolution. TCC does not waive any remedy it may have under the law with regard to these issues and any others not listed therein.

Section 14 – Severability.

This Agreement shall not be considered invalid, void, or voidable if any section or provision of this Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. If such a court should make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 15 – Memorandum of Agreement with Member Villages.

Funds provided under this Agreement may be allocated to and expended by an Alaska Native Village ("Village") which is a party to this Agreement in accordance with the terms of the Compact, this Agreement, and a Memorandum of Agreement ("MOA") approved by TCC and the Village. The Federal Tort Claims Act will apply to PSFAs carried out by the Village under such MOA and to the village and its employees to the same extent as if they had been carried out directly by TCC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment will be subject to the approval of the Alaska Area Native Health Service Director. TCC will be responsible for assuring compliance by the Village with the Compact, this Funding Agreement, and the MOA.

Section 16 – National Environmental Policy Act.

The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless TCC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix H. Where TCC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and TCC has not assumed these responsibilities, TCC will provide IHS with a Project Summary Document (see Appendix I-4) and a completed Environmental Information and Documentation Form (see Appendix I-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by TCC until IHS completes its compliance responsibilities and so advises TCC with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 17 – Title I Provisions Applicable to This Funding Agreement.

As authorized in 25 U.S.C. § 5396(b), TCC exercises its option to include the following provisions of Title I of the ISDEAA as part of this Agreement; these provisions will have force and effect as if they were set out in full in Title V of that Act:

17.1 25 U.S.C. § 5304(e) (defining "Indian tribe");
17.2 25 U.S.C. § 5322(b) (relating to grants for health facility construction and planning, training and evaluation);
17.3 25 U.S.C. § 5322(d)(1) (relating to duty of IHS to provide technical assistance);
17.4 25 U.S.C. § 5324(a)(1) (relating to exemption from Federal procurement laws and other laws and regulations);
17.5 25 U.S.C. § 5328(b) (relating to conflicting laws and regulations);
17.6 25 U.S.C. § 5329(c), section 1(b)(8)(F) (relating to screener identification);
17.7 25 U.S.C. § 5329(c), section 1(b)(9) (relating to availability of funds);
17.8 25 U.S.C. § 5329(c), section 1(d)(1)(B) (relating to construction of the contract); and
17.9 25 U.S.C. § 5329(c), section 1(d)(2) (relating to good faith).

Section 18 – Effective Date and Duration.

This Funding Agreement is effective on October 1, 2022 and will remain in effect through the 2025 federal fiscal year or until a subsequent Agreement is negotiated and becomes effective pursuant to Article II, Section 12 of the Compact.

Tanana Chiefs Conference and Certain Alaska Native Tribes,
Identified in Exhibit A to the Compact

By: _____ **Date:** 9/19/22
Brian Ridley, President

United States of America
Secretary of Department of Health and Human Services

By: _____ **Date:** 11/4/22
Evangelyn Dotomain
Alaska Area Director, Indian Health Service

Appendix A

FY 2022 Financial Summary

Tanana Chiefs Conference

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2022

Tribal Share Summary Tanana Chiefs Conference	FY 2022 Negotiated Amount	TCC Restricted	Total Due TCC	Initial Lump Sum Payment
Area TS Amount	$1,637,721	$68,018	$1,569,703	$1,569,703
	0		0	0
Subtotal Area TS Amount	$1,637,721	$68,018	$1,569,703	$1,569,703
Headquarters TSA Amount	$1,239,941	$139,268	$1,100,673	$1,100,673
Headquarters Other Program Formula (OEHE)	$68,366	$68,366	$0	$0
Subtotal Headquarters TS amounts	$1,308,307	$207,634	$1,100,673	$1,100,673
Total Tribal Shares	$2,946,029	$275,652	$2,670,376	$2,670,376

Driving Variables Tanana Chiefs Conference	FY 2022
Population (2010 Census AN/AI population)	15549
Tribes (Federally Recognized Tribes)	29
Recurring Base - FY 2013 (less VBC)	$43,915,369
Percentage of Total Area TS (of all Alaska Tribes)	12.15025%
Percentage of ATHC (of all Title V Alaska Tribes)	12.30078%
Number of MOA employees	12
Number of IPA employees	0

Individually Restricted Items Tanana Chiefs Conference	FY 2022
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Tanana Chiefs Conference

Line #	FY 2022 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	TCC AK Dist.	TCC Retained	TCC Total TS Due
				Trans. Fed.	ANTHC				
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,900,108	$0		$0	$11,900,108	$1,445,893		$1,445,893
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$62,957	$62,957	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$23,922		$23,922
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$23,710	*$0*	$23,710
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$110,589	$62,957	$47,632
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,961,749	$244,466		$5,127,476	$589,807	$71,663		$71,663
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$5,062	$5,062	$0
23	Health Facilities/Main./ Spec. Prc	$1,368,036	$114,204		$1,216,669	$37,163	$4,515		$4,515
24	Subtotal OEHE	$7,478,673	$451,352	$0	$6,358,692	$668,629	$81,240	$5,062	$76,178
25	**TOTAL AREA OFFICE**	$33,912,579	$3,345,814	$1,580,233	$15,507,619	$13,478,914	$1,637,721	$68,018	$1,569,703

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2019 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY19 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space avai

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Tanana Chiefs Conference

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	ATHC Eligible Shares TCC Eligible shares	Co - Signer 0% Retained	Co - Signer 0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$17,022	$0	$17,022
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$1,379	$1,379	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$24,705	$0	$24,705
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$15,274	$0	$15,274
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$17,331	$0	$17,331
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$8,940	$0	$8,940
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$3,824	$0	$3,824
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$5,164	$0	$5,164
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$1,387	$0	$1,387
	118	Research Projects	x			$1,283,252			143,088	143,088	$17,601	$0	$17,601
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$368	$0	$368
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$25,206	$3,813	$21,393
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$1,127	$0	$1,127
	123	Physician Residency	x			$277,416			31,093	31,093	$3,825	$0	$3,825
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$28,365	$0	$28,365
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$42,345	$0	$42,345
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$339,864	$94,482	$245,382
	127	Evaluation	x			$1,063,992			119,272	119,272	$14,671	$0	$14,671
	128	National Indian Health Board	x			$459,114			51,111	51,111	$6,287	$0	$6,287
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$13,877	$0	$13,877
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$5,142	$0	$5,142
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$18,616	$0	$18,616
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$10,367	$0	$10,367
	133	Health Records	x			$136,277			12,043	12,043	$1,481	$0	$1,481
	134	AIDS Program	x			$422,971			78,823	78,823	$9,696	$0	$9,696
	135	Handicapped Children	x			$346,083			40,775	40,775	$5,016	$0	$5,016
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$113,898	$31,664	$82,234
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$14,167	$0	$14,167
Dental Health										-			
	201	IHS Dental Program	x			$2,505,120			$300,609	300,609	$36,977	$0	$36,977
	202	IHS Dental Program- Program formula		x		$5,268,414					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$21,437	$0	$21,437
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$8,627	$0	$8,627
	303	National Conference	x			$107,552			$11,990	11,990	$1,475	$0	$1,475
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$63,549	$0	$63,549
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$5,960	$0	$5,960

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Tanana Chiefs Conference

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2022 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	TCC Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$44,437	$0	$44,437
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$12,692	$0	$12,692
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$15,720	$0	$15,720
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$32,948	$0	$32,948
Direct Operations													
	1301	Direct Operations	x			$13,847,784			$1,557,559	1,557,559	$191,592	$0	$191,592
	1301a	Direct Operations- OIT	x			$2,716,551			$305,550	305,550	$37,585	$7,930	$29,655
	1302	Direct Ops Dental	x			$0			$0	-	$0	$0	$0
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$6,761,916				$325,101	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$5,130,837				$197,905	$43,313	$43,313	$0
	2403	Facilities & Property Support		x		$24,305,205				$221,409	$22,980	$22,980	$0
	2404	Facilities Engineering Support		x						$0	$0	$0	$0
	2405	Engineering Services Support		x						$51,699	$2,073	$2,073	$0
TOTAL TSA AMOUNT						$89,122,358	$0	$0	$10,080,185	10,080,185	$1,239,941	$139,268	$1,100,673
TOTAL PROGRAM FORMULA AMOUNT						$47,471,900				$1,497,560	68,366	$68,366	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$136,594,258				$11,577,745	$1,308,307	$207,634	$1,100,673

Column 1 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)
Column 2 - All numbers are based on HQ PFSAs for FY21 Table #4 dated 5/4/21 & FY22 Table 4F dated 8/9/21 (facilities)

Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 124 - BBAHC, EAT, Chugachmiut, Eyak, and Maniilaq retrocede 50% of line 124 to IHS in exchange for use of recruitment website ihs.gov/jobs.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - Direct Ops Dental from line 1302 is now here. No impact on TS.
Line 1301a - DIR Withheld was computed at 16.4% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental is now in line 201
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Tanana Chiefs Conference** **58G950032**

Contract/Compact Period October 1, 2021 through September 30, 2022

	Initial Negotiated Annual Funding Agreement						
	Budget Activity	Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.121502482		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$34,660,925		$412,009	$635,606	($790,311)	$34,918,229
2	Dental	$4,243,795		$25,453	$36,977	$0	$4,306,225
3	Mental Health	$1,522,297		$156,875	$31,538		$1,710,710
4	Alcohol & Substance Abuse	$3,035,123		$104,019	$69,508		$3,208,650
5	Public Health Nursing	$1,524,796		$14,892	$12,692		$1,552,380
6	Health Education	$267,326		$30,518	$15,720		$313,564
7	Community Health Representativ	$388,994		$11,244	$32,948		$433,186
8	Immunization (AK only)	$7,479		$42,296	$0	$0	$49,775
9	Direct Operations	$43,158		$519,617	$221,246		$784,021
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$45,693,893	$0	$1,316,923	$1,056,235	($790,311)	$47,276,740
15	Purchased/Referred Care	$15,129,548		$176,602	$44,437		$15,350,587
16	Operational Cost for Tribal Clinic	$447,475				(149,719)	$297,756
17	Environmental Health Support	$1,124,758		$71,663			$1,196,421
18	Facilities Support	$2,340,403		$4,515			$2,344,918
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$583,047		$0		$583,047
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$152,890				$152,890
24	TOTAL, Facilities	$3,465,161	$735,937	$76,178	$0	$0	$4,277,276
25	Current year CSC Direct	$6,113,684					$6,113,684
26	Current year CSC Indirect		$18,188,907				$18,188,907
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$6,113,684	$18,188,907	$0	$0	$0	$24,302,591
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$70,849,761**	**$18,924,844**	**$1,569,703**	**$1,100,672**	**($940,030)**	**$91,504,950**

Footnotes:

The FA program funding amount in column 1 and 2 are as of FA 16 dated 9/30/2021

Line 20 and 23 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjust

Line 19 - Routine M&I is base budgeted by TCC- subject to adjustment with Section 4 FA.

Tanana Chiefs Conference
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VBC, **No**

surcharge **0.285%** **(Yes or No)**

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes**

0.285% **(Yes or No)**

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA Personnel Costs	$1,983,361	$74,926	$5,653	$2,063,939	$171,995	$687,980
VBC	$408,162		$1,163	$409,325	$34,110	$102,331
Other	$0		$0	$0	$0	$0
SUBTOTAL H & C	$2,391,523	$74,926	$6,816	$2,473,265	$206,105	$790,311
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-	$0		$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
T-CLINIC						
VBC Increases	$447,475		$1,682	$449,157	$37,430	$149,719
		$0	$0	$0	$0	$0
			$0	$0	$0	$0
SUBTOTAL T-CLINIC	$447,475	$0	$1,682	$449,157	$37,430	$149,719
Withhold Total	**$2,838,998**	**$74,926**	**$8,498**	**$2,922,422**	**$243,535**	**$940,030**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $588 for each IPA and $6,243.81 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .285%

Appendix B

Performance Indicators

Annual Funding Agreement

For Fiscal Years 2011-2013

TANANA CHIEFS CONFERENCE
HEALTH SERVICES
Appendix B

PERFORMANCE INDICATORS
ANNUAL FUNDING AGREEMENT
For Fiscal Years 2011-2013

In past years, Appendix B has listed Performance Indicators, or Baseline Measures, and identified the data source for the upcoming fiscal year. However, for the years covered by this Funding agreement, Tanana Chiefs Conference is a participant in the Test Group for the Government Performance and Results Act of 1993 (GPRA). Accordingly, Appendix B does not list Performance Indicators, and is reserved for future use.

Appendix C

FY 2020 Continuing Services Agreement

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO TANANA CHIEFS CONFERENCE FOR FY 2020

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of Tanana Chiefs Conference under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with Tanana Chiefs Conference's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2020, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by Tanana Chiefs Conference to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United

States Government to fulfill and maintain its moral and legal responsibilities based on treaties, statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by Tanana Chiefs Conference or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. 1		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT [2]

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting ,, Personal Property, and FOIA Coordination	Responsible for federal acquisitions to support the Alaska Area Office, including the federal credit card program. Maintains the federal personal property inventory. Provides or coordinates various administrative services for the Alaska Area Office.	R	1
	Total		1

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions.
2. Maintain or develop Alaska Area Interagency and Cooperative Agreements in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Coordinate various administration functions including Freedom of Information Act requests and IHS delegations and directives.
4. Maintain the federal personal property management inventory, including excess and disposal.
5. Provide technical assistance to Tribally managed facilities on procurement issues as requested regarding procurement issues and acquired federal excess property.
6. Maintain the federal credit card program.

2 Residual (1) FTE moved to Office of Tribal Programs in support of Title 1 contracts and audit resolution.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and administrative support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[3]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases; supports the Alaska Area ISDEAA Section 105(l) lease program; and inspect government-owned facilities	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies.

c. Directly allocate IHS resources using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases in the IHS Web-based Sanitation Tracking and Reporting System (W-STARS) to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

3 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of tribal input data in the IHS Environmental Health Services data system known as the Web-based Environmental Health Reporting System (WebEHRS).

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation;

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the IHS Healthcare Facilities Data System (HFDS) including the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters;

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

m. Cost analysis and negotiation support for ISDEAA 105(l) leases.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R B	1 1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 1
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.
2. Management controls of funds under Area control; responds to and provides data for annual agency audit.
3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile status of funds reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.
4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.
5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.
6. Process payroll for 340 federal (includes 58 IPA & 254 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.
7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists

Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 340 federal employees employed either directly or through Civil Service IPAs (58) or Commissioned Corps MOAs (254):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker’s compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[4]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 259 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
Health Care [5] (Management) Consultation	Negotiate, manage, and execute Title I contracts. Review audit findings and work with Tribal contractors to resolve as needed.	R	1
	Total		5

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if

4 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

5 Formally P/S/F/A: Federal Contracting Title I awards, (1) Residual FTE moved from the Office of Acquisition and Property Management; to support Title I contracts and audit resolution.

the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award. In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.

3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 36 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests.

5. Prepare Title V FA amendments at the request of Co-Signer, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

7. Negotiate, execute, and administer all P.L. 93-638 Title I contracts including close out and site reviews as requested or required.

8. Coordinate with IHS Headquarters, the National External Audit Review Office, and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.

United States of America
Secretary of
Department of Health and Human Services

By: Evangelyn L. Dotomain -S
Digitally signed by Evangelyn L. Dotomain -S
Date: 2022.03.03 13:57:02 -09'00'

Director
Alaska Area Native Health Service, IHS

Date: _____

Tanana Chiefs Conference
on Behalf of Itself and Certain Alaska Tribes,
Identified in Exhibit A to the Compact.

By: _____
Pollack B. Simon, Jr., President/Chairman
Tanana Chiefs Conference

Date: 8/20/2021

Appendix D

FY 2008 Buyback/Withhold Agreement

Appendix D
Buyback/Withhold Agreement
between
the Indian Health Service
and
Tanana Chiefs Conference

Section 1. Generally. Pursuant to Section 5.3 of the Funding Agreement between Certain Alaska Native Tribes Served by Tanana Chiefs Conference (hereinafter "TCC") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), TCC has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (e.g. salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by TCC on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to TCC shall be determined under section 2 below. TCC's purchase of services is contingent upon the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 USC 458aaa-7(f) and 31 USC 9701.

Section 2. Determination of Cost.

2.1 Generally. TCC may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed upon in this funding agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, TCC may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by TCC.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(a) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to TCC.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services TCC proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent TCC from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by TCC and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by TCC.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5.3 of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to TCC under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing services to TCC.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of TCC. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by TCC and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. TCC assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by TCC shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of TCC.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by TCC under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The TCC is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System

Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. TCC agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of

Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged TCC for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to TCC of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by TCC authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services TCC proposes to purchase from the IHS. In such case, no monthly payments are due from TCC. Upon periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to TCC and adjustments in the amount of withhold or payments needed to pay for all services TCC has purchased, or proposes to purchase, will be made to the IHS by TCC. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount TCC hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each

category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount TCC hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to TCC of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from TCC for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to TCC due to Congress authorizing continuing resolutions or other delays in making lump sum payments to TCC.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to TCC within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and TCC will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to TCC, any over recovery by the IHS must be returned to TCC and within 30 days after the final end-of-year reconciliation is due any under recovery must be paid by TCC.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be

used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from TCC.

3.4 Use of Other Funds Due TCC to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to TCC, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of TCC's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to TCC under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by TCC under this Agreement in a manner agreeable to TCC and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, TCC may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. TCC shall have the option of resolving the dispute in accordance with Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on October 1, 2007, and shall remain in effect pursuant to section 5.3 of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 2/29/09

Tanana Chiefs Conference
on Behalf of Itself and Certain Alaska Tribes, Identified in Exhibit A of the Compact

By: _____
President

Date: 1-13-09

Appendix E

FY 2023 Facilities List

APPENDIX E
TANANA CHIEFS CONFERENCE
HEALTH SERVICES FACILITIES LIST
FY 2023

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where TCC owns, leases, occupies, or otherwise uses real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds. Additionally, the references to specific PSFAs are not intended to limit the scope of PSFAS that may be performed at a facility or for which a facility may be used; rather, references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. As noted in the Funding Agreement, PSFAs are also delivered in non-TCC locations, including, but not limited to, clinics, homes, schools, culture camps and other community settings. In response to the COVID-19 pandemic and to mitigate the spread of the disease, TCC may conduct COVID-19 diagnostic testing in accordance with applicable standards for collecting, handling, and testing clinical specimens in a variety of community settings and off-site non-TCC locations. Such off-site testing may continue so long as the threat of COVID-19 transmission remains a threat to public health. Notice will be provided to IHS in advance of closure, or if operations conducted at a location change or expand; operations may continue until the threat posed by the pandemic has passed as determined by TCC.

	Facility Name	**Location**
	Fairbanks Memorial Hospital (*see* Sec 3.1.2)	Fairbanks, AK
	Denali Center (*see* Sec 3.1)	Fairbanks, AK
	Graf Healing Place	Fairbanks, AK
	TCC Patient Hostel	Fairbanks, AK
	Al Ketzler Senior Building (*see* Sec 3.1.11, 3.2, 3.1.6, 3.1.5.7 of FA)	Fairbanks, AK
	Chief Peter John Tribal Building (*see* Sec 3.1.3.2.3, 3.1.5.3, 3.1.11)	Fairbanks, AK
	New Paul Williams House 117 First Ave (*see* Sec 3.5.3)	Fairbanks, AK
	Chief Andrew Isaac Health Center, 1717A West Cowles St	Fairbanks, AK
	Chief Andrew Isaac Health Center Expansion, 1717B West Cowles St	Fairbanks, AK
	Chief Andrew Isaac Health Center Ambulatory Surgery Center, 1717B West Cowles St	Fairbanks, AK
	Housing First/Willow House	Fairbanks, AK
	FNA Detoxification	Fairbanks, AK
	Sobering Center	Fairbanks, AK
	Building on University Road and Davis Ave	Fairbanks, AK
	Old Minto Family Recovery Camp	Old Minto, AK
	Yukon Tanana Subregion	

	Facility Name	Location
YT	Alatna Village Clinic	Alatna, AK
YT	Allakaket Village Clinic	Allakaket, AK
YT	Evansville Village Clinic	Evansville, AK
YT	Hughes Village Clinic	Hughes, AK
YT	Manley Hot Springs Village Clinic	Manley Hot Springs, AK
YT	Minto Village Clinic	Minto, AK
YT	Rampart Village Clinic	Rampart, AK
YT	Stevens Village Clinic	Stevens Village, AK
YT	Tanana Health Center	Tanana, AK
YT	Nenana Village Clinic	Nenana, AK
	Yukon Flats Subregion	
YF	Chalkyitsik Village Clinic	Chalkyitsik, AK
YF	Circle Clinic	Circle, AK
YF	Birch Creek Clinic	Birch Creek, AK
	Upper Tanana Subregion	
UT	Dot Lake Village Clinic	Dot Lake, AK
UT	Eagle Village Clinic	Eagle, AK
YT	Healy Lake Village Clinic	Healy Lake, AK
UT	Northway Village Clinic	Northway, AK
UT	Upper Tanana Health Center – Subregional Clinic and Administrative Building	Tok, AK
UT	Upper Tanana Provider Housing	Tok, AK
UT	Upper Tanana Health Center South	Tok, AK
UT	Tanacross Village Clinic	Tanacross, AK
UT	Tetlin Village Clinic	Tetlin, AK
	Yukon Koyukuk Subregion	
YK	Galena Health Center	Galena, AK
YK	Huslia Village Clinic	Huslia, AK
YK	Kaltag Village Clinic	Kaltag, AK
YK	Koyukuk Clinic	Koyukuk, AK
YK	Nulato Village Clinic	Nulato, AK
YK	Ruby Village Clinic	Ruby, AK
xx	McGrath Health Center	McGrath, AK
xx	Nikolai Village Clinic	Nikolai, AK
xx	Takotna Village Clinic	Takotna, AK
***	Yukon Flats Health Center	Ft. Yukon, AK
***	Arctic Village Clinic	Arctic Village, AK
***	Beaver Clinic	Beaver, AK
***	Venetie Clinic	Venetie, AK

	Facility Name	Location
	Anaktuvuk Pass Clinic	Anaktuvuk Pass, AK

*** The Council of Athabascan Tribal Governments also provides IHS-funded services in these facilities under its Funding Agreement with IHS.

xx TCC provides OEH, and Home Health Care services only. Other IHS-funded health services are provided at these facilities by Southcentral Foundation under its Funding Agreement with IHS.

Appendix F

Information Services List

Appendix F
Tanana Chiefs Conference
Information Services List
FY 2011

Office of Information Technology:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available DIR Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (200) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

Appendix G

Resolution No. 2011-06

TANANA CHIEFS CONFERENCE

Executive Board of Directors

Resolution No. 2011-06

DELIVERY OF HEALTH CARE SERVICES TO INDIVIDUALS NOT OTHERWISE ELIGIBLE FOR SERVICES FROM THE INDIAN HEALTH SERVICE

WHEREAS, Tanana Chiefs Conference (TCC) is a consortium of 42 tribes and tribal organizations spread across 235,000 square miles of territory in Interior Alaska; and

WHEREAS, TCC is a Co-Signer to the Alaska Tribal Health Compact under Title V of the Indian Self-Determination and Education Assistance Act, Pub.L. 93-638, as amended; and

WHEREAS, pursuant to the Alaska Tribal Health Compact and funding agreements negotiated annually with the Indian Health Service (IHS), TCC carries out the programs, services, functions, and activities (PSFA) of the IHS which include a variety of health services including comprehensive medical, dental and behavioral health programs in the Interior region of Alaska; and

WHEREAS, Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c ("Section 813"), authorizes the governing body of a Tribal Organization carrying out PSFAs of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" ("non-beneficiaries"), 25 U.S.C. § 1680c(c)(2); and

WHEREAS, Section 813 further provides that in making such a determination, the governing body of the Tribal Organization shall "take into account" whether the provision of health services will result in the denial or diminution of health services to Alaska Natives or American Indians; and

WHEREAS, the TCC Articles of Incorporation and By-laws provide that when the full Board of Directors is not in session, the TCC governing body is the Executive Board, consisting of six elected representatives, the TCC President, Vice-President, and Secretary/ Treasurer; and

WHEREAS, the Executive Board has carefully considered the factor identified in Section 813; and

WHEREAS, the Executive Board has examined the populations of the communities in the TCC Service Area and the historical and current use of TCC services by beneficiaries and non-beneficiaries in those communities; and

WHEREAS, the Executive Board has reviewed and examined the historical and current use of the full range of TCC health care services including, but not limited to, diagnostic or ancillary services and behavioral health programs by beneficiaries and non-beneficiaries residing in the TCC Service Area; and

WHEREAS, non-beneficiaries make up a small percentage of the patients receiving care from TCC facilities and practitioners, the TCC Executive Board has determined that services provided to non-beneficiaries at TCC's facilities or by TCC's providers will not result in the denial or diminution of services to IHS beneficiaries; and

WHEREAS, TCC has established billing and collection procedures to ensure that non-beneficiaries are billed an amount that results in recovery of actual costs for the health services they receive from TCC facilities; and

WHEREAS, TCC has entered into agreements with the State of Alaska to ensure payment by the State for services offered to indigent non-beneficiaries, as required by Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c; and

WHEREAS, the Board has determined that Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, is satisfied.

RESOLUTION

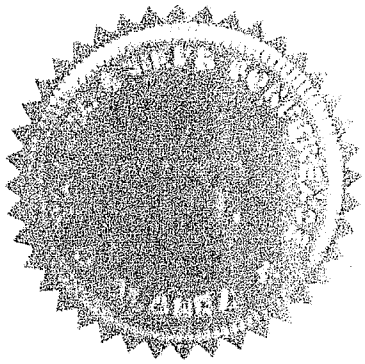
1.NOW THEREFORE BE IT RESOLVED that the Board of Directors of TCC authorizes the extension of the full range of health services, including, but not limited to, medical, dental, diagnostic or ancillary and behavioral health from TCC to non-beneficiaries including TCC employees in the TCC Service Area; and; and

2.BE IT FURTHER RESOLVED, that the Board of Directors of TCC will, at a future date, limit or eliminate access to such health services by non-beneficiaries should provision of such services diminish the provision of health services to beneficiaries of the Indian Health Service; and

3.BE IT FURTHER RESOLVED that this Resolution supersedes and replaces Resolution # 2008-04, which replaced 2004-12, entitled Health Care services to Persons Otherwise Ineligible for Services from the Indian Health Services dated May 1, 2008 addressing prior TCC services to non-eligible individuals.

CERTIFICATION

I hereby certify that this resolution was duly passed by the Tanana Chiefs Conference Executive Board of Directors on May 17, 2011, at Anchorage, Alaska, and a quorum was duly established.



Pat McCarty
Secretary/Treasurer

Appendix H

Actions Requiring IHS Environmental Review and Determination

APPENDIX H – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by TCC, TCC shall submit a proposal package that includes a completed Project Summary Document (See Appendix I-4) and Environmental Information and Documentation Form (See Appendix I-5) to the IHS. Coordination time between TCC and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between TCC, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

Action		Expected Timelines
Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
[]	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
[]	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
[]	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
[]	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
[]	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
[]	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
[]	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow TCC and IHS to resolve them early.

Appendix I-4

Project Summary Document

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

Appendix I-5

Environmental Information and Documentation

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.
19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.
24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.
27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.
30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.
36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Title	Date	Environmental Coordinator	Date

FUNDING AGREEMENT
BETWEEN
YAKUTAT TLINGIT TRIBE
AND THE
SECRETARY OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE UNITED STATES OF AMERICA
FYs 2019-2021

This Funding Agreement is entered into by the Yakutat Tlingit Tribe, and the Secretary of the Department of Health and Human Services of the United States of America.

Section 1. Obligations of the IHS.

A. **Generally.** Under the authority of section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Native Health Service (AANHS) and the Alaska Native Medical Center (ANMC) have been transferred to Tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement (FA). IHS shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and AANHS and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the Indian Health Service (IHS) to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between the Yakutat Tlingit Tribe (YTT) and certain other Co-Signers thereof and the United States during the term of this FA.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, the IHS will agree to continue to make available to Co-Signer, PSFAs from both AANHS and Headquarters unless 100 percent of the total Tribal Shares (TS) for these PSFAs have been specifically included in this FA. In cases where a portion of TS have been transferred, there may be some diminishment in the level of PSFAs provided by the IHS. Furthermore, the IHS will reorganize both Headquarters and the AANHS to continue to provide the remaining PSFAs, which have not been included in this

Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of the IHS.[1] The Memorandum of Agreement Describing the Continuing Services of the IHS, AANHS among the Co-Signers and the AANHS reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix B, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and YTT will not be denied access to, or services from, Headquarters. Specifically, YTT will receive the following services from the IHS Headquarters:

1. **Information Services**. The IHS will provide the full range of Office of Information Technology (OIT) national support to the ANTHC and ANMC. OIT will provide specified services directly to YTT. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve YTT's technical issue, OIT's support of YTT will include technical support needed on-site by YTT. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to Cosigner**	**Indirectly to Cosigner through ANTHC**
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Office of Information Technology Provides:	**Directly to ANTHC**	**Directly to Cosigner**	**Indirectly to Cosigner through ANTHC**
Software Development and Maintenance			

1 All references to Appendix A and Appendix B in this Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Cosigner	Indirectly to Cosigner through ANTHC
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

2. Access to Training and Technical Assistance. To the extent funds are retained by the IHS, YTT shall have access to training, continuing education, and technical assistance in the manner and to the same extent YTT would have received such services if it were not a Self-Governance Co-Signer.

3. Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR §74.36 and 45 CFR §92.34, in works which the IHS possessed, reproduced, published and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by YTT under this and previous FAs and contracts YTT has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

B. YTT has historically received certain PSFAs from the ANMC and the AANHS. Responsibility for these PSFAs has been transferred to the ANTHC and SCF. During the term of this Agreement, YTT will work on identifying these historical levels of services.

Section 2. Obligations of the YTT. This FA obligates YTT to be responsible for and to provide health PSFAs identified in Section 3, utilizing the resources transferred under this FA and other funds as they may become available to YTT. This FA further authorizes the YTT to consolidate and redesign PSFAs as provided in the Act and the Compact. YTT is obligated to seek third party reimbursement as provided by federal law and is payor of last resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this

Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, YTT shall be the payer of last resort. YTT is committed to and will strive to provide quality health services and will strive to meet standards YTT believes to be appropriate and applicable to the delivery of those health services.

As of October 1, 2018, the YTT withdrew from the Southeast Alaska Regional Health Corporation (SEARHC) and retroceded programs, services, functions and activities (PSFAs), or portions thereof, previously being provided by SEARCH on behalf of the YTT, to the IHS. Also effective October 1, 2018, such PSFAs and the associated funding[2] are incorporated into the YTT's MFA. See Appendix A and Appendix H (YTT Resolution No. 2018-02), which are attached to and fully incorporated into this Agreement by reference. In assuming the retroceded PSFAs (or portions thereof) and the associated funding on October 1, 2018, the YTT will provide no less than the same level of services that SEARHC provided prior to the YTT's withdrawal from SEARHC, subject to the YTT's right to redesign and consolidate PSFAs (or portions thereof), and to reallocate or redirect funds for such PSFAs (or portions thereof), under the Alaska Tribal Health Compact, the Tribe's Funding Agreements, and Title V of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5386(e).

Section 3. Tribal Programs and Budget. YTT agrees to administer, provide and be responsible for the health PSFAs identified below in accordance with the Compact and this FA. For the purposes of this FA, YTT's General Budget Categories consolidate health PSFAs as described in this section for the delivery and improvement of health care and health-related services for Alaska Natives and American Indians residing in the City and Borough of Yakutat.

A. **Objectives:** YTT is committed to achieving quality patient care by maintaining qualified staff, equipment, clinical sites and medical services required to promote a comprehensive system for health care service delivery that promotes the well-being of the Yakutat Native people and increases self-determination opportunities for locally operated YTT Tribal programs.

B. **Administrative and Managerial Support Services:** YTT provides direction, program and staff supervision, organizational and program planning, administrative support (including proposed telepsychiatry and telecommunications), grant writing, legal consultation, and technical assistance in support of the PSFAs described in this FA. Council members and designated staff represent YTT on a regional, state and national level. YTT also represents its interests through the Alaska Native Health Board, ANTHC, and Tribal caucus meetings, along with payment of dues and consultation fees. YTT will also plan for and implement an Electronic Health Record System.

C. **Yakutat Community Health Center:** YTT operates the Yakutat Community Health Center (YCHC), consistent with the provisions of this FA, with funds under this FA and a subsidy provided by the City and Borough of Yakutat. YCHC is a primary care facility

2 Such funds identified by the IHS in its July 19, 2018 letter to the YTT includes a "Section 106(a)(1) amount" of $751,114 in additional funds not already included in the YTT's MFA, plus applicable contract support costs, tribal shares and other non-recurring funds to which the YTT may be entitled under the Alaska Tribal Health Compact, the Tribe's Funding Agreement, and the Indian Self-Determination and Education Assistance Act.

providing health care on an outpatient basis to both beneficiaries and non-beneficiaries. These services may be provided by physicians, and by physician assistants, community health aides certified by the Community Health Aide Program Certification Board, nurse practitioners or other staff. YTT will employ or contract with a physician to provide supervision of such other providers and staff.

D. **Community Health Aide/Practitioner Program:** The CHA/P Program provides a system of support, supervision, and quality assurance for the CHA/Ps under the Standards and Procedures approved by the Indian Health Service Community Health Aide Program Certification Board. The CHA/P Program also arranges and coordinates orientation and training of CHA/Ps and provides other administrative services related to CHA/Ps, as well as CHA/P-level pharmaceuticals and medical supplies. One full-time Mid-Level Practitioner will provide medical supervision to the Community Health Aide(s)/Practitioner(s) (CHA/P).

E. **Community Health Representative Program**: The Community Health Representative (CHR) provides community based services to assess and determine the health needs, improve health knowledge, promote positive attitudes, healthy lifestyles and practices within the community.

F. **Family Health Care and Health Education Program:** Provides primary health care services and education at the YCHC and other locations in the community. Acute, therapeutic, and preventative health care services include, but are not limited to: family practice, women's and men's health care, infant and pediatric care, health aide training and support, specialty clinics, diabetes prevention and related diabetes education and treatment services, mental health services and referrals, wellness activities, participation in community health fairs, breast cancer screening, pap smears, and other educational and diagnostic services.

G. **Ancillary and Support Services:** These services will be maintained at levels sufficient to support medical diagnosis, including but not limited to laboratory, pharmacy, clinical administration, billing functions, patient registration, radiology, social service referrals, and care coordination/patient support services (such as but not limited to travel and case management, benefits and insurance enrollment, elder support services), within the funds available.

H. **Emergency Medical Services:** Provides training coordination, transportation and tuition support for training of first responders and emergency medical personnel in the City and Borough of Yakutat.

I. **Mental Health**. YTT provides a range of mental health counseling and substance abuse counseling, including behavioral health services, psychiatry, home visits, and telepsychiatry pursuant to Section Q.

J. **Other Programs/Services Funded.** This FA includes PSFAs resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including YTT funds or

funds from other sources, provided that such consolidation, redesign, reallocation or redirection of funds results in carrying out PSFAs that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 of the Compact.

YTT agrees to administer any new health care programs funded during the term of this FA identified in the Indian Health Care Improvement Act and any new health care program resulting from the reallocation of funds and redesign of programs during the term of this FA in accordance with the terms of the Compact.

K. **Federal Tort Claims Coverage**: The Federal Tort Claims Act applies to YTT's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§900.180-900.210.

L. **Tribal Facilities and Locations:** YTT operates the programs described in this FA from the Yakutat Community Health Clinic, but may use other facilities in providing its PSFAs.

M. **Dental:** Provide general dentistry services (including, to the extent funds are available, orthodontics and specialty clinics in oral surgery, periodontics, prosthodontics, pediodontics) to raise dental health and lower the incidence of dental disease. Dental services may be provided by Dental Health Aide/Therapists (DHA/Ts) under the Standards and Procedures approved by the CHAPCB.

N. **Transportation:** YTT will provide, subject to funding limitations, air and/or ground patient transportation services (including adult escort, health professional and other escort as YTT deems appropriate and emergency medevac and non-emergency air transportation services where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance), in any case which an authorized YTT employee or medical provider deems such mode of transportation necessary. YTT may provide the above described patient transportation services in accordance with section 213 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621*l*.

O. **Facilities Management and Planning:** Provides procurement; material management; facilities management; planning, development and coordination of design; engineering; management of construction, demolition and clean-up; maintenance and operation of all facilities and properties used by YTT under this MFA, including facilities owned and leased by YTT.

P. **Itinerant and Field Services:** Itinerant and field services, including, but not limited to physician, mid-level provider, dental, optometry, cardiology, internal medicine, surgery, physical therapy, podiatry, obstetrics and gynecology, and other specialty care services, to the extent of available resources, will be provided directly or such services will be coordinated through collaborative agreements with a licensed provider or provider service company, which may include, but is not limited to, the Alaska Native Tribal

Health Consortium (ANTHC), and appropriate referrals made as necessary, and where appropriate, in accordance with Section S.

Q. **Telemedicine:** YTT may provide telehealth services in support of its programs. These include a wide range of telehealth activities as part of clinical and administrative services, including but not limited to medical, radiology, physical therapy, and mental health.

R. **Biomedical Services:** Biomedical services for all patient care devices facility-wide to include device maintenance, equipment inspections and inventory, safety surveys, and initial orientation and application training for equipment operators on new devices and systems.

S. **Purchased/Referred Care:** Purchased/Referred Care services will be provided for patient referred medical services not available at the YTT health center.

Section 4. Amounts Available During the Term of This Agreement

A. The following amounts shall be available to YTT pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.[3]

	Annual Funding
Recurring base: Inclusive of all recurring funding including recurring contract support funds (As per Amendment 2, dated June 2, 2006; see breakout of funds in Appendix A).[4]	$1,085,578
Non-recurring funding: Inclusive of nonrecurring contract support funds and such other funding which may be added to the contract.[5]	$132,879
Subtotal: (This is subject to further adjustments as reconciliation of previous FAs occurs.)	$1,218,457
Area TS to include funding identified from Area Office and identified in Appendix A to this FA.[6]	$41,837

3 A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA, including additional adjustments as provided in section 4B. For other fiscal years to which this FA is applicable, a replacement Appendix A will be negotiated between IHS and YTT for the respective year and amended to this FA and incorporated by reference accordingly.

4 A break-out of these funds is shown in Appendix A, which is fully incorporated herein.

5 These non-recurring funds are shown in Appendix A and represent contract support costs for which funds are available at the beginning of the FY. Other non-recurring funds will not be specifically identified in this FA, but will be provided to YTT in the future to the same extent as they have been historically provided.

6 Funds from Area were distributed according to methodologies agreed upon in a caucus open to all Alaska tribes and tribal organizations. The Area tribal shares included in this FA is the portion based on the recurring base fraction segment of the Alaska TSA formula. In addition to the amount specified, prior to the effective date of

	Annual Funding
Headquarters- TS: Tribal Size Adjustment Pool, including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A.[7]	$28,976
Headquarters - TS: Program Formula Pool - to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined.	$0
ISD support on the TS identified above including funding from both Headquarters and Area Office as identified in Appendix A.[8]	TBD
Subtotal - TS[9]	$70,813
TOTAL COMPACT FUNDING[10]	$1,289,271

These amounts are subject to additions for new funds received during the term of this FA including amounts that have historically been distributed as non-recurring funds under Title I of the Act, as amended and previous FAs. Any amounts remaining unspent under Contract No. 243-97-6033, as amended, or previous FAs, after adjustment and reconciliation of the withheld amounts for IPA/MOA, supplies, and services, as of the last day of the FY, shall be included in this FA.

Of the amount shown above for Headquarters Tribal Share "Program Formula Pool," $2,544 are for Equipment Replacement; the Equipment Replacement amount paid as a part of the lump sum due the Co-Signer was determined by multiplying the FY 2014 Equipment Replacement amount paid to the Co-Signer by 90%. The final Equipment amount paid in FYs

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Section 325 of P.L. 105-83, YTT restricted certain Area TS currently in an amount identified as Subtotal Area TS amount in the YTT Restricted column on Page 1 of Appendix A.

7 Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and Tribal organizations. The Alaska Area TS of Headquarters was first defined using the national IHS recommended methodology. The total Alaska TS was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified in Appendix A.

8 To be determined. The amount of ISD support on TS will be calculated under Section 4B of this Agreement.

9 The subtotal of TS does not include certain Headquarters TS for which the amount or availability have not been determined. This amount will be adjusted to make available all TS for which YTT is eligible. (See footnote 5)

10 For the reasons noted regarding the amount that make up this total and because full funding for amounts under the previous year's FA have not been fully identified or reconciled as of the time this FA is being executed, all amounts to be paid in each fiscal year of this FA are estimates and are subject to amendment to reflect the full amount due for each FY.

2019-21 will be based on the final FYs 2019-2021 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2019-2021 Equipment Replacement allocations, is less than the 90% calculation, the Co-Signer will return the difference to the IHS. *See also* Appendix A, footnote to line 22 on page 6.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to YTT's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, during the term of this FA and subject to actual award, the Secretary will add YTT's diabetes grants to this FA after the grants have been awarded. Grant funds will be paid to YTT as a lump sum advance payment through the Payment Management System grants payment system as soon as practicable after award of the grant. YTT will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. YTT will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

YTT agrees that up to $352,213 of the above noted recurring base may be reduced in a future year with appropriate CSC and tribal shares adjustments, pursuant to 25 U.S.C. § 5325(b)(2)(C), if the SouthEast Alaska Regional Health Consortium (SEARHC) challenges the IHS's July 10, 2018 and July 19, 2018 decisions regarding the Secretarial amount attributable to YTT that was previously transferred to SEARHC and a federal court finally decides that the IHS's decision was not consistent with the ISDEAA.

B. **Contract Support Costs.** Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and §5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2019, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is $161,497, including $31,162 for direct CSC and $130,335 for indirect or indirect-like CSC.[11] This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

C. **Base Budgets.**

1. **Categories and Base Year.** The IHS and Co-Signers have agreed to extend the three year (FY 98 - FY 2000) base budgets implemented for the Compact and for an additional two years (FY 2001- FY 2002). The IHS and Co-Signers have subsequently agreed to extend the base budget period at the Co-Signer's option.

[11] For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and YTT for the respective year and amended to this FA in Appendix A.

The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA Amount[12]	FY 97	FY 2021
Equipment Replacement Funding	Not Included	
Area TS	Not Included	

2. **Adjustments**. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6. Adjustments shall also be permitted for the addition of new Co-Signers to the Compact and when current Co-Signers add or retrocede PSFAs, as provided in Section 11C[13] Adjustments also shall be permitted when Co-Signer(s) chooses to restrict or unrestrict previously restricted or unrestricted categories, provided that restrictions shall be changed only during annual negotiations. YTT also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other tribes. Adjustments for changes required when a tribe joins or withdraws from a Tribal consortium shall also be permitted. Co-Signers shall also remain eligible for the distribution of additional TS for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5. Method of Payment.

A. **Payment Schedule.** Except as provided in subsections (b), (c), and (d) of this section, all funds identified in Section 4 of this FA shall be paid to YTT, in accordance with Article II, Section 4 (a) of the Compact; payment to YTT to be made as follows: One annual payment in lump sum to be made annually in advance by check or wire transfer.

B. **Availability of TS.** As negotiated in this FA, YTT will be paid 100 percent of Headquarters and Area TS in its initial lump sum payment for each year under the term of this FA.

C. **Buyback/Withholding.** YTT may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the federal government under Article V, Section 22 of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to YTT are set forth in the Buyback/Withhold Agreement between the IHS and YTT, which is

12 The Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

13 This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

attached as Appendix G to this FA and incorporated by reference herein. The administrative surcharge provided for in section 2.2.4 of the Buyback/Withhold Agreement for FY 2019 shall be 0.285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding section 5 of the Buyback/Withhold Agreement upon the request of the IHS or any Co-Signer, such Agreement will be negotiated for future Fiscal Years annually during negotiation of this FA.

D. **Periodic Payments.** Payment of funds otherwise due to YTT under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of YTT by check or wire transfer.

Section 6. Adjustments - Due to Congressional Actions: The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to YTT in this FA shall be adjusted as necessary, after YTT has been notified of such pending action and subject to any rights which YTT may have under this FA, the Compact, or the law.

Section 7. Records

(a) Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by YTT shall not be treated as Federal records under chapter 5 of Title 5 of the United States Code, except that:

(1) Patient medical records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b); and

(2) Pursuant to Section 105(o) of Title I, the medical records generated by YTT shall, at the option of YTT be stored with the National Archives and Records Administration, and YTT shall have access to such records.

(b) Confidentiality Standards. YTT will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and codes set regulations, codified at 45 C.F.R. Parts 160, 162 and 164. If a record is not subject to HIPAA, YTT will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of the HIPAA and Federal Privacy Act of 1974. IHS retains responsibility for HIPAA compliance for retained IHS health care component activities.

(c) Quality Assurance. YTT operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8. Program Rules. YTT will make a best effort to carry out the health PSFAs in this FA in compliance with: Joint Commission standards for Hospitals and Ambulatory Care Facilities, as applicable; and Commission on Accreditation of Rehabilitation Facilities (CARF) Standards, as applicable, or other nationally recognized accreditation standards; and Community Health Aide/Practitioner certification standards. Except as specifically set forth in this section, pursuant to Section 517(e) of Title V of the Act, YTT does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9. Retrocession and Discontinuance.

A. **Retrocession.** The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the Compact and FA, in whole or in part, shall be one year from the date of YTT's request, except as provided below. Retrocession may be effective with less than one year's notice, providing YTT and the IHS agree to an effective date of less than one year from the date of retrocession request.

B. **Discontinuance.** YTT may discontinue its participation in the Compact after written notice to the IHS. Notice must be provided one year in advance of the effective date of the request, except that the effective date of a request may be less than one year upon approval of the IHS.

C. **Withdrawal Procedures.**

1. **Process.** Unless otherwise prohibited by law and in accordance with Section 506(g) of Title V of the Act, YTT may withdraw from a participating Tribal organization, fully or partially, any PSFAs (or portions thereof) included in the Compact or FA, and such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating Tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on:

   (a) the earlier of (i) one year from the date of submission of such request; or (ii) the date on which the FA expires; or

   (b) such date as may be mutually agreed by the Secretary, by YTT and by the Tribal organization that has signed the Compact and FA to provide PSFAs benefiting YTT.

2. **Distribution of Funds.** In accordance with Section 503(b) and 506(g) of Title V of the Act, if YTT proposes to enter into a contract under Title I or a compact and FA under Title V fully or partially withdrawing PSFAs from a participating Tribal organization, YTT shall, upon written request, be entitled to be paid its Tribal share of funds supporting those PSFAs (or portions thereof) which it will be

carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the Tribal organization and awarded to YTT upon approval of a Title I contract or Title V compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or Title V compact and FA.

Section 10. Consolidation of Contracts and Previous Funding Agreements. The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate, to transfer applicable contract funds into this FA for PSFAs, materials, and facilities provided to YTT: YTT/AANHS Contract 243-97-6033, as amended, and the FY 2007 FA.

Section 11. Amendment or Modification of this Funding Agreement.

A. **Form of Amendments.** Except as otherwise provided by this FA, the Compact, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of YTT, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

B. **Services from IHS.** Should YTT determine that it wishes IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from YTT back to the IHS and the pro-rata share of funding for that PSFA shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any Co-Signer.

C. **Due to Addition of New Programs.** Should YTT determine that it wishes to provide an IHS PSFA not included in this FA, YTT shall submit a proposal to the IHS to provide such PSFA. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, YTT may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to this FA.

D. **Due to Availability of Additional Funding.** YTT shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or Tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this FA shall be amended to provide for timely payment of such new funds to YTT. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with YTT.

E. **Other Adjustments.** Upon written authorization by YTT and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to YTT, for the purpose of reimbursing the IHS for services or equipment provided to YTT to assist YTT in carrying out the terms of the Compact and this FA.

F. **General Procedures for Amending or Modifying This Funding Agreement.** Amendments or modification proposed by YTT shall be submitted in writing to the IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 of the Compact, or as provided above in paragraph D [Due to Availability of Additional Funding] and G [Funding Increases] of this section, a request to amend or modify this FA submitted by YTT shall be processed in accordance with sections 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

G. **Funding Increases.**

1. Written consent of YTT shall only be required for issuing amendments for those funds which:

   (A) require a change to Section 3 – Tribal Programs and Budget;
   (B) require a specific commitment by YTT (e.g. Maintenance & Improvement project and prior FY Sanitation Facility Construction projects); or
   (C) reduce funding other than changes in Congressional appropriations pursuant to Section 6.

2. Amendments not requiring written consent may include, but are not limited to:

   (A) Program/Area/HQ mandatories;
   (B) Project/Area/HQ End-of-Year distributions;
   (C) Catastrophic Health Emergency Fund (CHEF), subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, the YTT will return the unused amount to the IHS CHEF account;
   (D) Contract Health Services (CHS) Deferred Services;
   (E) Routine Maintenance & Improvement; or
   (F) Collections and reimbursements.

3. Amendments reflecting payment of these funds shall be provided to YTT after any such funds are added to the FA. YTT retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

Section 12. Third Party Recoveries. Any funds recovered by YTT through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by YTT, or for such services previously provided by the IHS in a PSFA now operated by YTT, shall be the property of YTT and shall be

considered program income to be utilized by YTT as provided in Article III, section 7 of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, section 7 of the ATHC.

Section 13. Memoranda of Agreement with Other Co-Signers. Funds provided under this FA may be allocated to and expended by YTT in accordance with the terms of the Compact, this FA and a Memorandum of Agreement (MOA) approved by and between YTT and any other Co-Signer relative to PSFAs covered under the Compact. The Federal Tort Claims Act shall apply to PSFAs carried out by YTT under such MOA and to YTT and its employees to the same extent as if they had been carried out solely by YTT. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. YTT shall be responsible for assuring compliance with the Compact, this FA and the MOA.

Section 14. Service to Non-Beneficiaries. Services will be provided to non-beneficiaries (i.e., persons who are not Alaska Native or Indians) on a fee-for-service basis in accordance with and subject to the provisions of section 813(c) of the Indian Health Care Improvement Act, as amended, and the resolution of the YTT. YTT's resolution No. 11-02 authorizing the provision of such services is attached to this FA as Appendix C and is fully incorporated herein.

Section 15. Memorializing Disputes. The parties to this FA may have failed to reach agreement on certain matters, which remain unresolved and in dispute. Such matters may be addressed through the process set forth in sections 507(b)-(d) of Title V, or at the YTT's option, may be set forth in an attachment to this FA, which shall be identified as "Memorialization of Matters Remaining in Dispute". This attachment shall not be considered a part of this FA, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. YTT does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 16. Severability. This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 17. Licensing and Fees. In accordance with Section 124 of the IHCIA, as amended at 25 U.S.C. 1616q, employees of the YTT health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 18. Licensure. Licensed YTT health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 19. Purchase of Health Coverage. YTT may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 20. Medicare/Medicaid and Other Third Party Collections.

A. Medicare & Medicaid. YTT has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. YTT is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1641 and Section 206 of such Act, 25 U.S.C §1621e, as amended.

B. Recovery Right. YTT has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 21. Federal Insurance. IHS will assist YTT to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which YTT may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 22. Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless YTT has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix F. Where YTT plans to undertake an action, as described in Appendix F, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and YTT has not assumed these responsibilities, YTT will provide the IHS with a Project Summary Document (see Appendix D) and a completed Environmental Information and Documentation Form (see Appendix E) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by YTT until the IHS completes its compliance responsibilities and so advises YTT with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 23. Effective Date and Duration. This Funding Agreement became effective on October 1, 2018, and will remain in effect until September 30, 2021 or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 of the Compact.

UNITED STATES OF AMERICA
SECRETARY OF
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ON BEHALF OF THE UNITED STATES

By: _____
Director, Indian Health Service

Date: 9/30/2018

YAKUTAT TLINGIT TRIBE
ON BEHALF OF THE TRIBE

By: _____ Cathy Broemmer, VP
for John Buller, President

Date: 9-28-2018

Yakutat Tlingit Tribe

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2019

Tribal Share Summary Yakutat Tlingit Tribe	FY 2019 Negotiated Amount	Yak Restricted	Total Due Yak	Initial Lump Sum Payment
Area TS Amount	$43,631	$1,793	$41,837	$41,837
	0		0	0
Subtotal Area TS Amount	$43,631	$1,793	$41,837	$41,837
Headquarters TSA Amount	$32,647	$3,671	$28,976	$28,976
Headquarters Other Program Formula (OEHE)	$8	$8	$0	$0
Subtotal Headquarters TS amounts	$32,655	$3,679	$28,976	$28,976
Total Tribal Shares	$76,285	$5,472	$70,813	$70,813

Driving Variables Yakutat Tlingit Tribe	FY 2019
Population (2010 Census AN/AI population)	330
Tribes (Federally Recognized Tribes)	1
Recurring Base - FY 2013 (less VBC)	$1,035,423
Percentage of Total Area TS (of all Alaska Tribes)	0.32037%
Percentage of ATHC (of all Title V Alaska Tribes)	0.32434%
Number of MOA employees	1
Number of IPA employees	0

Individually Restricted Items Yakutat Tlingit Tribe	FY 2019
Area Office (Individual Restricted Only)	
Supply Service Center	YES
Emergency Medical Services	NO
Village Clinic Leasing Management	YES
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares

Yakutat Tlingit Tribe

Line #	FY 2019 Budget Activity/Service	Total Area Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	Yak AK Dist.	Yak Retained	Yak Total TS Due
		(Column 1)	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$12,062,677	$0		$0	$12,062,677	$38,646		$38,646
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,193,809	$2,442,960	$681,500	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,657,267	$185,820	$193,220	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$100,000	$0	$100,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,590	$54,720	$230,202	$203,668	$0	$0		$0
8	Human Resources	$849,441	$210,962	$356,311	$282,168	$0	$0		$0
9	Human Resources (ANMC) funds	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTHC	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$1,660	$1,660	$0
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$631		$631
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$625	*$0*	$625
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHE)	$14,533,798	$2,894,462	$1,580,233	$9,148,927	$910,176	$2,916	$1,660	$1,256
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.(EH	$5,941,211	$244,466		$5,127,476	$569,269	$1,824		$1,824
22	Real Property/Realty (FSA)	$148,888	$92,682		$14,547	$41,659	$133	$133	$0
23	Health Facilities/Main./ Spec. Pro	$1,365,811	$114,204		$1,216,669	$34,938	$112		$112
24	Subtotal OEHE	$7,455,910	$451,352	$0	$6,358,692	$645,866	$2,069	$133	$1,936
25	**TOTAL AREA OFFICE**	$34,052,384	$3,345,814	$1,580,233	$15,507,619	$13,618,719	$43,631	$1,793	$41,837

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY17 changes allocated to TS, Residual, & Transitional as of FY17. In FY 2018 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2018 Area approved residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2018 approved transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY18 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% 2013 Rec. Base (less VBC).
All Area TS for Services line items will be recurring, Area TS for Facilities will be non recurring.

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space availa

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have all been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Yakutat Tlingit Tribe

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2019 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	Yak Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Hospitals and Clinics													
	101	Emergency Fund		x		$3,956,016			$462,063	462,063	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements				$0			$138,380	138,380	$449	$0	$449
	105	Management Initiatives		x		$2,049,512			$239,383	239,383	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$98,592			11,209	11,209	$36	$36	$0
	107	H.P./D.P. Initiatives	x			$3,484,867			200,844	200,844	$651	$0	$651
	110	N.E.C.I.	x			$1,107,951			124,173	124,173	$403	$0	$403
	111	Nurse Initiatives	x			$1,287,656			140,892	140,892	$457	$0	$457
	112	Nursing Co-steps	x			$648,528			72,677	72,677	$236	$0	$236
	113	Chief Clinical Consultant	x			$277,340			31,086	31,086	$101	$0	$101
	115	Emer. Medical Svcs	x			$465,222			41,980	41,980	$136	$0	$136
	117	Traditional Advocacy Prog.	x			$100,578			11,272	11,272	$37	$0	$37
	118	Research Projects	x			$1,283,252			143,088	143,088	$464	$0	$464
	119	A.A.I.P. Contract	x			$26,731			2,994	2,994	$10	$0	$10
	120	Clinical Support Center-Phoenix	x			$1,744,883			204,917	204,917	$665	$101	$564
	121	Co-steps Non-physicians	x			$81,839			9,159	9,159	$30	$0	$30
	123	Physician Residency	x			$277,416			31,093	31,093	$101	$0	$101
	124	Recruitment/Retention	x			$2,057,393			230,592	230,592	$748	$0	$748
	125	U.S.U.H.S., etc.	x			$3,071,317			344,246	344,246	$1,117	$0	$1,117
	126	DIR Support Fund	x			$24,915,898			2,762,946	2,762,946	$8,961	$2,491	$6,470
	127	Evaluation	x			$1,063,992			119,272	119,272	$387	$0	$387
	128	National Indian Health Board	x			$459,114			51,111	51,111	$166	$0	$166
	129	Albq./HQ Administration	x			$892,404			112,813	112,813	$366	$0	$366
	130	Nutrition Training Center	x			$345,053			41,806	41,806	$136	$0	$136
	131	Diabetes Program- Albq./HQ	x			$1,295,589			151,342	151,342	$491	$0	$491
	132	Cancer Prevention- Albq./HQ	x			$716,968			84,278	84,278	$273	$0	$273
	133	Health Records	x			$136,277			12,043	12,043	$39	$0	$39
	134	AIDS Program	x			$422,971			78,823	78,823	$256	$0	$256
	135	Handicapped Children	x			$346,083			40,775	40,775	$132	$0	$132
	137	National OIT Sup.- Albq./HQ	x			$8,292,508			925,939	925,939	$3,003	$835	$2,168
	154	Prescription Drug Monitoring	x			$1,002,361			$115,171	115,171	$374	$0	$374
Dental Health										-			
	201	IHS Dental Program	x			$1,705,120			$203,673	203,673	$661	$0	$661
	202	IHS Dental Program- Program formula		x		$5,269,192					$0	$0	$0
Mental Health													
	301	MH/SS Tech. Asst.	x			$1,542,507			$174,272	174,272	$565	$0	$565
	302	C.M.I. Grants	x			$628,310			$70,130	70,130	$227	$0	$227
	303	National Conference	x			$107,552			$11,990	11,990	$39	$0	$39
Alcohol/Sub. Abuse													
	401	Clinical Advocacy	x			$3,148,617			$516,623	516,623	$1,676	$0	$1,676
	402	Collaborative Initiatives	x			$848,033			$48,451	48,451	$157	$0	$157

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Yakutat Tlingit Tribe

Sub Act.	Line Item	Account	TSA	PF	BB	National FY 2019 TSA Pool	Chickaloon inc in All AK	Knik in All AK	All Alaska	ATHC Eligible Shares Total ATHC TS	Yak Eligible shares	Co - Signer 0% Retained	0 Due
						Column 1				*Column 2*	*Column 3*	*Column 4*	*Column 5*
Contract Health Care													
	501	Fiscal Immediary		x						$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$3,377,832			$361,250	361,250	$1,172	$0	$1,172
Public Health Nursing													
	601	Preventive Health Initiatives	x			$951,210			$103,180	103,180	$335	$0	$335
	602	Preventive H. Init. - Prog. Formula		x							$0	$0	$0
Health Education													
	701	IHS Health Education Program	x			$1,133,793			$127,796	127,796	$414	$0	$414
CHR													
	801	IHS CHR Program	x			$2,412,266			$267,854	267,854	$869	$0	$869
Direct Operations													
	1301	Direct Operations	x			$16,564,335			$1,545,170	1,545,170	$5,012	$0	$5,012
	1301a	Direct Operations- OIT	x						$303,120	303,120	$983	$207	$776
	1302	Direct Ops Dental	x			$800,000			$96,936	96,936	$314	$0	$314
Facilities and Environmental Health Services													
	2401	Sanitation Fac. Construction Sup.		x		$2,312,098				$344,599	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,569,222				$209,781	$8	$8	$0
	2403	Facilities & Property Support		x		$2,269,845				$225,735	$0	$0	$0
	2404	Facilities Engineering Support		x		$1,359,652				$0	$0	$0	$0
	2405	Engineering Services Support		x		$479,120				$102,635	$0	$0	$0
TOTAL TSA AMOUNT						$87,319,997	$0	$0	$9,853,259	$9,853,259	$31,959	$3,671	$28,976
TOTAL PROGRAM FORMULA AMOUNT						$19,264,657				$1,584,196	8	$8	$0
TOTAL HEADQUARTERS TRIBAL SHARE						$108,387,015				$11,649,562	$32,655	$3,679	$28,976

Column 1 - All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS September, 2017).
Column 2 -All numbers are based on FY 2017 appropriations and taken from final negotiation tables (table 4), dated 7/22/17 (received from IHS September, 2017).
Includes Chickaloon, Knik and All Alaska HQE TS. Does not include T-I shares.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provided.
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2017 will be added when rec.
All Headquarters Tribal Shares shall be recurring except for Facilities (lines 2401 -2405) and funds in lines 101 and 105.
Line 101 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed non recurring on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 0154 New line for Prescription Drug monitoring. Full share included in co-signers TS.
Line 201 - Dental Program - approximately $800,000 transferred to line 1302 in Direct Ops Dental. No impact on TS.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Linr 1302 - Direct Ops Dental transferred from line 201.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Yakutat Tlingit Tribe** **58G030079**

Contract/Compact Period **October 1, 2018 through September 30, 2019**

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0.003203737		IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$516,794		$11,385	$16,760	$0	$544,938
2	Dental	$42,259		$671	$661	$0	$43,591
3	Mental Health	$8,776		$4,136	$832		$13,744
4	Alcohol & Substance Abuse	$43,481		$2,743	$1,833		$48,057
5	Public Health Nursing	$1,320		$393	$335		$2,047
6	Health Education	$3,099		$805	$414		$4,318
7	Community Health Representativ	$40,085		$296	$869		$41,250
8	Immunization (AK only)	$307		$1,115	$0	$0	$1,422
9	Direct Operations	$1,725		$13,701	$6,102		$21,528
10							
11							
12	Self-Governance				$0		$0
13	Other, Services (Annual)						
14	TOTAL, Services (Annual)	$657,846	$0	$35,245	$27,804	$0	$720,895
15	Purchased/Referred Care	$365,871		$4,657	$1,172		$371,699
16	Operational Cost for Tribal Clinics	$26,830					$26,830
17	Environmental Health Support	$3,869		$1,824		$0	$5,693
18	Facilities Support	$0		$112			$112
19	OEHE Support				$0		$0
20	Maintenance & Improvement		$0		$0		$0
21	Sanitation Facilities - Housing				$0		$0
22	Sanitation Facilities - Regular				$0		$0
23	Equipment		$2,544				$2,544
24	TOTAL, Facilities	$3,869	$2,544	$1,936	$0	$0	$8,349
25	Current year CSC Direct	$31,162					$31,162
26	Current year CSC Indirect		$130,335				$130,335
27							
28	Other (*See* Remarks)						$0
29	TOTAL, CSC	$31,162	$130,335	$0	$0	$0	$161,497
30	Quarters						$0
31	Contract Health Services (Prior Year)						$0
32	Indian Health Facilities (Prior Year)						$0
33	Others						
34	TOTAL, Other	$0	$0	$0	$0	$0	$0
35					$0		$0
36	**GRAND TOTAL, AFA**	**$1,085,578**	**$132,879**	**$41,837**	**$28,976**	**$0**	**$1,289,271**

Footnotes:

The FA program funding amount in column 1 and 2 are as of amendm 9 dated 9/21/2018

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to ac with Sec. 4 of the FA.

Yakutat Tlingit Tribe
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VB **Yes** (Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **No** (Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs		$0	$0	$0	N/A	$0
Supply Service Center			$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
SUBTOTAL H & C	$0	$0	$0	$0	$0	$0
DENTAL						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All other costs-			$0	$0	N/A	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
Village Clinic Leases			$0	$0	N/A	$0
All other costs-			$0	$0	N/A	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	N/A	$0
Supply Service Center		$0	$0	$0	N/A	$0
All Other Costs			$0	$0	N/A	$0
SUBTOTAL ENVIRONMENTAL HLTH	$0	$0	$0	$0	$0	$0
Withhold Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other cos

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (*see* Section 2.3.2.3 of Buyba

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is

MEMORANDUM OF AGREEMENT DESCRIBING THE CONTINUING SERVICES OF THE INDIAN HEALTH SERVICE, ALASKA AREA NATIVE HEALTH SERVICE TO THE YAKUTAT TLINGIT TRIBE FOR FY 2019

I. INTRODUCTION

This agreement provides for the continuation by the Indian Health Service (IHS) of certain services from the Alaska Area Office for the benefit of the Yakutat Tlingit Tribe (YTT) under its Funding Agreement (FA) under the Alaska Tribal Health Compact (ATHC) Self-Governance Compact.

This agreement is limited to the programs, services, functions, and activities (PSFAs) performed by the residual and transitional federal staff of the Alaska Area Office.

This agreement should be interpreted in conjunction with YTT's FA and Appendix A to that FA, which may provide for additional detail on "restrictions" of funds at the Area or Headquarters level to ensure that specific services are continued to the individual Co-Signer.

In FY 2019, funding for these continuing services and activities will be from the funds, which have been designated as residual and from funds, which have been designated in support of temporary transitional federal PSFAs. In addition funding to purchase specific services, i.e., use of IPA/MOA assignees and Village Built Clinic leases, may be provided through reimbursement by YTT to the IHS.

II. DEFINITIONS

The following definitions are in common usage in the Alaska Area:

A. ATHC Tribal Restricted Share - Used in Alaska to refer to those retained Tribal shares all compacting Tribes jointly initially agreed to leave in the Area Office in support of Alaska Area state wide PSFAs. Pursuant to Section 325 of PL 105-83, these shares now are in the Alaska Native Tribal Health Consortium (ANTHC) FA or are used for transitional federal PSFAs.

B. Buyback - The process by which Co-Signers use cash to purchase Area services from the Area Office. Requires accurate description and pricing of service, and mechanism for Area to invoice and receive payment.

C. Co-Signer Restricted Shares - Used in Alaska to refer to "retained Tribal shares" that have been left at the Area Office or Headquarters on an individual basis by a Co-Signer to allow the Area, Headquarters or ANTHC to provide specific services to the Co-Signer. Pursuant to Section 325 of PL 105-83, these Area shares now are in the ANTHC FA or are used for transitional federal PSFAs.

D. Residual - The resources necessary to support the PSFAs required for the United States Government to fulfill and maintain its moral and legal responsibilities based on treaties,

statute, and Executive order that are essential for the federal government to fulfill its "inherent federal functions".

E. Transition Plan - Plan initially agreed to by the Alaska Tribes to allow a transition of less than 100% of the Area Office Tribal shares to the Co-Signers collectively. (This definition is included for historical purposes only.)

F. Tribal Share - That portion of Headquarters or Area resources not determined to be residual and allocated to individual Tribes or to Tribes collectively, via Tribal organizations, utilizing an agreed upon methodology.

G. Tribe - As used in this Agreement, "Tribe" refers to Tribes and Tribal organizations, as those terms are defined respectively in Sections 4(e) and (*l*) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, as amended (the Act).

III. AREA SERVICE DELIVERY AGREEMENT

Nothing in this agreement is intended by YTT or the IHS, nor shall be interpreted by any party, to limit or reduce in any way the PSFAs that any Tribe or Tribal organization is eligible to receive from the Area Office under Sec. 102 of Title I of the Act, under Sections 505 and 515(a) of Title V of the Act, or any other applicable federal law.

The table for each "Office" (or separate organizational component) presents the PSFAs currently performed and the staffing to perform the PSFAs. The residual PSFAs described in this Continuing Services Agreement serve all Co-Signers. The transitional personnel shown in this Agreement primarily support ANTHC PSFAs; however, some support other Co-Signers (e.g. IPA/MOA). PSFAs and the associated funds and personnel performing transitional PSFAs in support of the ANTHC (and Southcentral Foundation (SCF) for certain designated human resources PSFAs) under this Agreement may be transferred to the ANTHC or SCF under its FA.

A. OFFICE OF THE DIRECTOR

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Provides overall executive direction and support on behalf of the Secretary.	R	1
Deputy Director, Chief Medical Officer	Provides public health advocacy; clinical consultation (CMO); legally required certification of health aide credentials and oversight of CHAP certification process; consultation in CHAP/Rural Health program management.	R	1
Executive Officer	Serves as principal advisor to the Director on overall management policies and procedures.	R	1
Attorney	Provides Region X attorney support and consultation.	R	1
EEO	Provides EEO support. [1]		
Support Staff	Secretarial, clerical and administrative support to inherent and transitional federal functions at all levels of the Area Office.	R T	3 1
Planning, Evaluation & Statistics	Prepare statistical reports and publications in support of planning, evaluation and resource allocation requirements.	R	2
	Total		10

The Office will provide the specific PSFAs defined below:

1. Executive direction on behalf of the Secretary to the remaining inherently federal functions.
2. Advocacy at national level on behalf of the Tribes of Alaska including: legislative, policy, resource allocation, and appropriation advocacy.
3. Policy formulation and interpretation; supervision of non-IPA/MOA federal employees; negotiate, execute and administer compacts and FAs; resource allocation.
4. Public health coordination with Tribal, state and federal governments.
5. Provide legal advice and consultation on behalf of the Secretary.
6. Provides representation on the Executive Committee and Planning Committee of the Alaska Federal Health Care Partnership (AFHCP). Through the government-to-government relationship with Tribes and Tribal organizations, provides the mechanism for Tribal membership on the AFHCP.
7. Eligibility determinations assistance.
8. Equal Employment Opportunity program management in support of federal employment rights.
9. Oversight of certification of Community Health Aides as outlined by law and the *IHS Community Health Aide Program Certification Board Standards and Procedures*.
10. Consultation and technical assistance to Tribes and Tribal organizations staff and programs including
    a. Program review or evaluation at the request of the Area Director or the invitation of Tribal programs;
    b. Submission of electronic health record data to IHS National Data Warehouse; and
    c. Maintain current Area statistics to provide statistical analysis in support of resource needs and allocations.

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1 The EEO function is provided under an intra-agency agreement among the IHS Alaska, California and Portland Area Offices.

d. Review and validate Alaska active user populations.

e. Publish *Census Based Alaska Native Population Counts* to supplement and cross check the accuracy of the user populations.

f. Verify the permanent staff increase Resource Requirement Methodology Needs Assessment (RRMNA) prepared by Tribes to determine staff needed for new facilities.

g. Collate data submitted for IHS distribution of specially earmarked funds following national allocation guidelines, when available, and suggest alternate distribution methods to program directors.

h. Publish the *Alaska Area Profile.*

i. Maintain the Alaska Area IHS website and publish Area Director's quarterly newsletter.

j. Publish the *Area Senior Executive Service Workplan* to support agency evaluation of the goals and accomplishments of the Area Office, its Director and Office Directors.

k. In cooperation with the AANHS/OEHE and ANTHC's Division of Environmental Health and Engineering and Co-Signers, provide user population and workload data, assist Co-Signers with preparation of applications; verify applications and planning documents prepared by Tribes (Health System Planning -HSP, PORs, and PJDs) for health facility expansion and replacement; and assist Co-Signers in the Headquarters' review process.

l. Communication between Tribal programs and IHS by seeking legal opinion from Region X attorney on issues which affect health care delivery by Community Health Aides such as standards of care, certification, Clinical Laboratory Improvement Act (CLIA) regulations, and Federal Tort Claims Act coverage.

11. Provide health program technical assistance and consultation on a limited basis as expertise and resources permit. This includes consultation on PSFA descriptions in Title I contracts, Title V FAs, specified grants and personal service and other contracts.

12. Support staff for the Director's Office and all other Area Office components without specific support staff.

13. Provide reimbursement to Headquarters for certain centrally paid expenses to include 100 percent of Department of Health and Human Services financial services and portions of other such expenses as reflected in the negotiated transitional budget for the ANTHC.

14. Performs the responsibilities identified in section 1 of the FA regarding ANTHC and SCF assurances.

15. Perform delegated functions to approve and administer FAs and amendments. The delegation includes the performance of Single Agency Audit, audit resolution for Title V awardees (Co-Signers); the function is provided using a multi-member Area-based team.

16. Responsibility for the Area Internal Control/Management Control programs, IHS Succession Plan and the Strategic Human Capital initiative.

17. As federal supervisor of Commissioned Officers serving under MOAs, the Area Director: functions as Reviewing Official for completion of annual Commissioned Officer Evaluation Reports; provides the Reviewing Official Statement for each officer when they are considered for promotion; and, fulfills any other action required as an officer's Reviewing Official. The Area Director may delegate this responsibility to Area Federal Staff as needed.

B. OFFICE OF ACQUISITION AND PROPERTY MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Federal Contracting Title I awards, Personal Property, and Prime Vendor program	Responsible for federal acquisitions to support the Alaska Area Office and Anchorage-based Centers for Disease Control and those required or elected in support of Tribally operated PSFAs. Responsible for the negotiation, award and administration of Title I, P.L. 93-638 contracts. Maintains the federal personal property inventory. Manages the Pharmacy Prime Vendor program. Provides or coordinates certain administrative services for the Alaska Area office. (Surcharge funded services are also provided as needed and are noted with an asterisk (*))	R	2
	Total		2

The Office will provide the specific PSFAs defined below:

1. Negotiate, award and administer federal acquisitions including those in support of Tribally managed programs.
2. Maintain or develop Area agreements (Inter/Intra-Agency Agreements, Cooperative Agreements, Memoranda of Agreement) in close partnership with appropriate IHS or other federal, state or Tribal entity(s).
3. Negotiate, execute and administer all P.L. 93-638, Title I contracts including close out and site reviews as requested or required.
4. Coordinate records and documentation for Interagency and Cooperative Agreements, and DHHS and IHS delegations and directives.
5. Provide assistance to tribally managed facilities in acquiring excess federal property.*
6. Maintain the federal property inventory process including excess and disposal.
7. Coordinate with IHS Headquarters, the National External Audit Review Office and Tribal contractors to resolve audit findings for Title I contracts and Title V funding agreements.
8. Manage the Pharmacy Prime Vendor Program for the Alaska Area including placing daily pharmacy orders and resolving discrepancies and problems in ordering, shipping and delivery.*
9. Process Volunteer Agreements for health care professionals providing services to Tribally managed facilities.
10. Provide technical assistance to Tribally managed facilities on procurement issues.
11. Maintain the federal credit card program.
12. Privacy Act and Freedom of Information Act coordination.

C. OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management, supervision and secretarial support.	R	2
Sanitation Facilities	Maintenance of Sanitation Facilities Construction (SFC) data information systems for program allocations, National Environmental Policy Act (NEPA) approval, oversight of IHS funded SFC projects.	R T	1 1
Environmental Health	Environmental services associated with federal employees[2]/		
Health Facilities	Support, direction and general administrative support, maintenance of Maintenance & Improvement (M&I), Equipment and other data for program allocation.	R	1
Realty	Maintain government property inventory; manage VBC leases and inspect government housing	R	1
	Total		6

The Office will provide the specific PSFAs defined below:

1. Sanitation Facilities:

a. Allocation of federal funds under Title V of the Act utilizing subpart N Construction Project Agreements and P.L. 86-121 Project Funding Agreements for project funding.

b. Provide required IHS oversight, facilitation and management of contributed sanitation facility construction funding from other federal and state agencies (currently approximately $44 million).

c. Directly allocate IHS resources (currently approximately $15 million annually) using data provided by prescribed allocation formulas and justification rationales.

d. Evaluate and approve proposed projects, prepare budget summaries and justifications. Advocate statewide and nationally for the ANTHC Division of Environmental Health and Engineering (DEHE) program and facilitate its implementation.

e. Maintain project information and deficiency databases to justify congressional funding requests in support of distribution logic.

f. Verify project development, documentation, funding, construction and closeout. Approve project agreements, to include making the determination of National Environmental Policy Act (NEPA) compliance based on information submitted by ANTHC DEHE.

g. Consult on and accept processes and priorities developed through the Sanitation Facilities Advisory Committee and SFC process in conformance with IHS national project eligibility criteria.

h. Onsite reviews of projects may be conducted annually to insure conformance with laws and regulations, e.g., NEPA and National Historic Preservation Act (NHPA) and to verify accuracy of data and programmatic assumptions.

i. Approve earmarked and emergency project funds dispersal.

2. Environmental Health: PSFAs include:

2 The PSFA conducted under this function are performed by all Office staff and others in the Area Office.

a. Overall direction of resources and related environmental surveillance for statewide public health impacts.

b. Continue to carry out functions related to serving as one of the health and medical representatives to the Alaska Federal Emergency Response Group.

c. Provide management and verification of Facilities Data System (FDS) data and Sanitation Deficiency System (SDS) health related information.

d. Provide safety assurance, compliance and reporting relating to federal workers, and professional programmatic support for staff.

e. In the event of a national disaster situation as defined in the Federal Response Plan, IHS is the lead agency for emergency response related to water and sewer damage assessment and mitigation.

3. Health Facilities: PSFAs include:

a. Perform budget allocation (about $10.9 million of Maintenance & Improvement funds, $2.4 million of equipment replacement funds, and $10.1 million Facilities Support Account funds);

b. Support and approve project or resource allocations derived through a priority system developed through the Maintenance & Improvement Resource Allocation Committee (MIRAC) and ANTHC process consistent with IHS national project eligibility criteria. Verify data submittals and manage IHS facilities databases in conformance with IHS national project and health facilities space eligibility criteria.

c. Respond to Congressional inquiries;

d. Review Project Justification Document/Program Of Requirements (PJD/POR) documents prepared by others;

e. Review and approve national priority systems applications, including Tribal Equipment Funds and Dental Facilities Funds;

f. Maintenance of Alaska portion of the Facilities Maintenance and Improvement/Equipment database for federally and Tribally owned health facilities;

g. Support for new health facility construction project funds distribution and project development;

h. Stewardship responsibility for oversight of environmental cleanup of federally owned real property;

i. Approve workload statistics;

j. Advocate statewide and nationally for the DEHE program and facilitates its implementation.

4. **Realty:** PSFAs include:

a. Monitor and manage real property assets in accordance with Executive Order 13327, "Federal Real Property Asset Management" and existing authority under law or by executive order for real property, capital improvements, square footage, use or disposal.

b. Maintain the IHS Real Property Inventory by updating the asset book values with costs relating to acquisition of real property, capital improvements, square footage, use or disposal.

c. Verify construction project closeout documentation for capital improvements made to federal facilities prior to adjusting the real property subsidiary ledger.

d. Perform annual review of real property.

e. Warranted Lease Contracting Officer authorized to lease Village Built Clinics

(VBC) on behalf of the Community Health Aide Program (CHAP).

f. Provide guidance to clinic owners and Tribal organizations with community health aides operating VBC leased clinics.

g. Determine correct process for disposing of excess real property and manages project to end.

h. Develop and recommend IHS Policy formulation on real property, leases and quarters.

i. Provide management and verification of real property and lease data within the health care facilities database.

j. Provide direct guidance and assistance in federal acquisitions of land and/or buildings.

k. Calculate and distribute rental rates for government owned quarters.

l. Prepare for approval all easements, utility rights-of-way, rights-of-way during construction, revocable licenses, and use permits.

D. OFFICE OF FINANCIAL MANAGEMENT

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional Buyback	Staffing (FTE)
Director	Financial Management Officer: Overall management, supervision, consultation, and surveillance	R	1
Tribal Accounting	Accounting advice; reconciliation; amendment and electronic payment assistance; monitors transactions in Buyback Account; and prepares Status of Buyback Statement with supporting documents.	R T	1 1
Budget	Budget projections and reports; fund control; Operating Resources Detail (formerly called Advice of Allowance)/Allocations.	R	1
Accounting	Verifies accuracy and appropriateness of transactions; expenditures; general ledger; travel; project accounts; certifies vouchers; prepares tax withholding; and provides disbursement services.	R B	2 2
	Total		8

The office will provide the specific PSFAs defined below:

1. All resource allocation activities conducted by the Area.

2. Management controls of funds under Area control; responds to and provides data for annual agency audit.

3. Research and prepare routine, ad hoc, and special financial reports, prepare and reconcile Operating Resources Detail, and status reports for Area and Co-Signers. This includes providing Co-Signers with information necessary to manage the PSFAs they have assumed under their FAs and information necessary to negotiate those agreements.

4. Preparation and submittal of annual spending plan and budget/information to IHS for compacting and contracting Tribes and remaining AANHS/IHS activity.

5. Process financial documents for payment by U.S. Treasury, including payments related to continuing federal contracts in support of Tribally operated programs.

6. Process payroll for 490 federal (includes 190 IPA & 300 MOA) employees; maintain current position database for same; provide quarterly manpower reports to all Alaska locations using federal employees. Process and track all personnel actions.

7. Coordinate with Area OTP to allocate funding, initiate funding documents and assists Co-Signers and contractors to maintain accurate records of funding allocations, reconciliations

and cash management issues.

8. Reconciliation, billing and amendment management related to contractor and compactor use of federal resources including but not limited to IPA/MOA employees and the Village Built Clinic lease program. Reconciliation includes transaction verification of buyback services with corrections and reports.

9. Support withhold and buyback management including payment for continuing government contracts for goods and services, permanent change of station moves, etc.

10. Monthly general ledger reconciliation including cash management related to Prompt Pay Act, Treasury, cash and others.

11. Process reimbursement requests including Beneficiary Medical Program (BMP), Interagency Payment and Collections (IPAC), quarters collections, CHEF and others. Make deposits and transfers of such reimbursements to Co-Signers no less often than monthly.

12. Assist Tribes during annual Budget Formulation for the second succeeding year's annual budget, including preparation for the National Budget Formulation meeting.

E. OFFICE OF HUMAN RESOURCES

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Civil Service Staffing, Classification & Employee/ Labor Relations	Advertise and recruit for federal, direct and IPA/MOA replacements; process personnel and pay actions; provide job information; maintain official records; rate applicants, appoint new employees, and provide HR consultation; Title 38 and Physician's Comparability Allowance, Market Pay & Locality Pay maintenance; process Reduction in Force and counseling; provides transportation services and relocation assistance for federal employees and consultation re: Tribal direct hires as requested; administers Workers' Compensation program; grievances, discipline/adverse actions; Merit Systems Protection Board, appeals and agency representation; performance management; retirements; payroll; benefits; outside activities; ethics program; suitability adjudication; manage Federal Employee Assistance program and Family Medical Leave and Family Friendly Acts consultation; conducts desk audits; applies Classification Standards and consultation. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.	R T	2 0
	Total		2

Under the direction of the IHS Western Region Human Resources Director, the Office of Human Resources will provide the specific PSFAs defined below for the current approximately 430 federal employees employed either directly or through Civil Service IPAs (130) or Commissioned Corps MOAs (300):

1. Advertise and recruit for direct federal employees. Replacement IPA positions may be filled with a current IPA already on board (such as by reassignment) or a new or replacement MOA. Process Reductions In Force (RIF). Provide counseling on RIF.

2. Maintain official personnel files (electronic and paper) and records for Civil Service employees.

3. Manage employee relations including performance management; employee benefit

programs (retirement counseling and calculations, etc.); Worker's Compensation; incentive awards; ethics and conduct; suitability adjudications; Merit Systems Protection Board (MSPB) representation; third party representation; Employee Assistance Program; Family Medical Leave Act (FMLA) consultation; and Labor Relations.

4. Counsel Civil Service employees.

5. Administer performance management program for non-IPA/MOA Civil Service employees.

6. Director performs proposing federal official function in progressive disciplinary actions on federal IPA employees.

7. Process personnel actions for Civil Service employees.

8. Process payroll, including assisting timekeepers and assuring transmission of payroll for all Civil Service employees.

9. Correct pay and leave errors.

10. Manage federal classification system. Provide consultation on same.

11. Issue government Personal Identification Verification (PIV) Smart cards for Area Office employees and for those IPA/MOAs who need access to federal facilities or ITAS as Timekeepers or Leave Approving Officials. Proof of federal employment will be given to those IPA employees who do not receive a PIV Smart card.

12. Provide, on request, consultation on employee relation issues to Co-Signer.

13. Maintain database on IPAs and MOAs and provide to Co-Signer no less than quarterly.

14. Provide, on request, general consultation and support on Co-Signer personnel issues (travel outside Anchorage to provide requested on-site consultation will be at expense of Co-Signer).

15. Provide transportation services and relocation assistance for federal employees.

16. Coordinate arrangements for volunteer health provider services for Co-Signers.

17. Provide assistance in managing employee absences due to on the job injuries (worker's compensation) to minimize the impact on Co-Signers.

18. Initiate and assure completion of suitability investigations as needed on federal employees and personal services contractors.

19. Implement Alaska Area responsibilities set forth in the IHS Succession Plan.

20. Implement Alaska Area responsibilities related to IHS Development of Human Capital Initiative.

F. COMMISSIONED CORPS PERSONNEL[3/]

P/S/F/A	MAJOR FUNCTIONS	Buyback	Staffing (FTE)
Commissioned Corps Personnel	Orient and assist officers and their families to include: recruitment support, liaison between areas, TRICARE advice, wage verifications, grievances, leave programs, COERs and COSTEP. As necessary, Corps-specific personnel discipline advice to CEOs and HR staff of 638 awardees with MOA assignees and supervisors of MOAs.	B	2
	Total		2

Under the direction of the IHS Division of Commissioned Personnel Support, the Commissioned Corps Personnel component will provide the specific PSFAs defined below for the approximately 300 USPHS Commissioned Officers in the Alaska Area:

1. Provide general orientation to new Commissioned Officers.
2. Counsel Commissioned Officers; provide Corps-specific discipline advice to appropriate Co-Signer managers.
3. Maintain unofficial files and records for Commissioned Officers.
4. Process required federal personnel actions for Commissioned Officers including orders for deployment.
5. Assist and consult with officers and their supervisors.

G. OFFICE OF TRIBAL PROGRAMS

P/S/F/A	MAJOR FUNCTIONS	Residual Transitional	Staffing (FTE)
Director	Management of Area Title V responsibilities for Self-Governance and Title I review, approval and technical assistance. Managing CHEF submissions, and fund distribution; clerical and secretarial support.	T	1
Health Care (Management) Consultation	Technical support of P.L. 93-638 Title I contracts, Title V compacts/FAs (including amendments and database management of same), cooperative agreements, and grants; negotiate and administer CSC funds.	T	3
	Total		4

The Office will provide the specific PSFAs defined below:

1. Provide or facilitate technical assistance to Tribes which may or may not lead to the preparation of proposal(s) to assume PSFAs for Title I contracting, Title V compacting and Tribal Management grants for Tribes and Tribal organizations
2. Evaluate P.L. 93-638 proposal(s) to determine acceptance, declination or rejection; if the Title I proposal is accepted, serve as the contract designated federal official (project officer) for the award (currently 14 Title I contracts). In the case of declination or rejection, further technical assistance will be offered to overcome declination or rejection.
3. Analyze and negotiate Contract Support Costs (CSC) for start up and ongoing direct

3 During FY 2005 this PSFA was centralized under the Division of Commissioned Personnel Support at IHS Headquarters. Effective FY 2006, it is funded by assessing the locations that use Commissioned Officers. See, also, Appendix A.

and indirect-type CSC requests, and the maintenance of CSC records in support of Area-wide CSC needs in accord with IHS policy. Currently records are maintained for 39 Alaska awardees. The office will continue to administer the CSC funds (Indian Self-Determination Fund start-up, direct and indirect administrative cost funds). Allocation plans and funding applications will be developed, maintained and negotiated on behalf of Tribes and Tribal organizations. The office will continue to develop and maintain the Alaska Area Tribal database for the CSC fund, which clearly documents, for IHS and Congress, Tribal shortfall and start-up needs.

4. Support and clearance of submissions of CHEF requests to the national CHEF pool, unless a lawful alternative methodology is developed enabling direct submission by Tribal health programs participating in the CHEF program. More specifically this includes education and technical assistance on the process for requesting reimbursement and the maintenance of records on submittals, reimbursements, cancellations and supplemental requests. In FY 2012, the Alaska Area received in excess of $5.1 million in CHEF reimbursements.

5. Prepare Title V FA amendments at the request of Co-Signers, upon notification of change in funding, or as negotiated.

6. Provide information to Tribes on any proposed changes to the CHS fiscal intermediary contract, and advocates for revisions requested by Tribes.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director
Alaska Area Native Health Service, IHS

Date: 9/30/2018

Yakutat Tlingit Tribe

By: _____, Cathy Bremner, VP
for John Buller, President

Date: 9-28-2018

APPENDIX C

YAKUTAT TLINGIT TRIBE RESOLUTION 11-02

Yakutat Tlingit Tribe
606 Forest Hwy. 10 • P.O. Box 418 • Yakutat, Alaska 99689
Phone (907) 784-3238 • Fax (907) 784-3595 • www.ytttribe.org

RESOLUTION 11-02

AUTHORIZING YTT CO-SIGNER COMPACTING ACTIVITIES WITH IHS

WHEREAS, the Yakutat Tlingit Tribe (YTT) is a tribal organization that is a Co-Signer of the Alaska Tribal Health Compact (ATHC) and has negotiated a Funding Agreement (FA) with the Indian Health Service (IHS) under Title V of the Self-Determination Education and Assistance Act (ISDEAA); and

WHEREAS, the ATHC authorizes Co-Signers to provide services to non-eligible individuals provided Section 813 of the Indian Health Care Improvement Act (IHCIA) is complied with (See ATHC Article III, Section 4), and Section 813, as amended at 25 U.S.C. § 1680c(c)(2), provides that a tribe or tribal organization which operates a health facility under an ISDEAA agreement may make its own determination whether to provide health services to persons not otherwise eligible (i.e. non-beneficiaries) to receive IHS-funded health services; and

WHEREAS, YTT is authorized to determine whether it will provide health services under its IHS-funded programs to persons who are not eligible beneficiaries under federal law, provided that YTT gives consideration to whether the provision of such services will result in denial or diminution of health services to eligible beneficiaries; and

WHEREAS, YTT has determined that the provision of health services of a fee-for-service basis to non-beneficiaries, in an amount not less that the actual costs of providing such services, will not result in a denial or diminution of health services to beneficiaries; and

THEREFORE, BE IT RESOLVED THAT, YTT has decided to extend all available health services under the ATHC and its FAs to non-beneficiaries in a fee-for-service basis; and

BE IT FURTHER RESOLVED THAT, whenever significant evidence is presented to YTT that services to non-eligible, non-beneficiaries have resulted in denial or diminution of health services to beneficiaries, YTT may suspend the delivery of such services to non-beneficiaries.

PASSED THIS 24TH DAY OF FEBRUARY, 2011.

Victoria L. Demmert, Tribal President

CERTIFICATION

This is to certify that I, Martha Indreland, am the Secretary of the Yakutat Tlingit Tribe and that Council consists of five duly elected members, and that this Resolution No. 2011-02 was considered and adopted at a duly convened meeting of the Yakutat Tlingit Tribe at which a quorum of the members was present and voting, and that taken was **4** For **0** Against, and **0** Abstaining.

ATTEST: _____

Martha Indreland, Tribal Secretary

APPENDIX D

PROJECT SUMMARY DOCUMENT

IV-1.
Policy #4*.
Project Summary Document Formats

Project Summary Documents describe projects being submitted to the MIRAC for funding from the maintenance & improvement funds (both competitive BEMAR funds and non-routine non-competitive Oklahoma Formula funds). Supporting documents to the PSD typically entail 100% design drawings (for projects requesting construction funds), construction cost estimates, product literature (for equipment specific PSDs), and contractor proposals or cost estimates.

A cover letter accompanies submitted PSDs, which affirms the organization's desire to submit these projects to the MIRAC for consideration.

The sections of the PSD are listed below.

PROJECT SUMMARY DOCUMENT

[Name of Project]
[Facility Priority Number] (use for multiple PSD submittals to prioritize your projects)
[Date]
[Facilities Board Project Number]
[Facility Name]
[Location], [State]

I. SUMMARY

[Summarize the project and include what is to be done, why (e.g., to add 135 gross square meters of space or replace a boiler), and the type of funding (e.g., Maintenance and Improvement, Quarters, Corporate Cost Sharing, etc.). This section should be no more than two paragraphs. Use attachments for project location maps and facility drawings.]

II. PROJECT SCOPE AND DESCRIPTION

A. Description of Project. [Provide a detailed explanation of the work to be accomplished by the project and the desired outcome of the project. Include all items reflected in the cost estimate. This information can be presented in bullet/list or narrative form.]

B. Project Justification. [Explain why the project is necessary. Link the justification to the developed Health Facilities Master Plan if appropriate. Discuss how the project will meet program needs, and how it will comply with legal, code, accreditation, and certification

* Sections of this policy modified by DEHE Staff to reflect formation of the MIRAC and for clarification of non-competitive project submittals.

requirements. Cite specific, code or JCAHO references by standard clause, chapter, paragraph, etc.]

III. DEFICIENCIES

The following deficiencies will be corrected as part of this project:

[List and describe only those facility deficiencies this project will address. The types of deficiencies include BEMAR, JCAHO, NFPA, HFPM, Public Law compliance items, ADA, etc.]

IV. COST ESTIMATE

Provide a budgetary cost estimate and the funding sources for the proposed project, including separate line items for design Architect/Engineer fees, project construction, construction contract administration fees, and project contingency.

V. PROJECT SCORE SHEET DOCUMENT (*only required for BEMAR competitive pool funds*)

Complete a project score sheet further detailing the scope, impact and benefits of this project. Provide the information required by the project score sheet.

VI. OTHER PROJECT ITEMS TO BE ADDRESSED

Supporting Documents: Drawings, Photos, Estimates, Etc.

APPENDIX E

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

ENVIRONMENTAL INFORMATION AND DOCUMENTATION

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

Considerations	Basis for Determination (Documentation)
1. Will the proposed action result in a known violation or continuance of a violation of applicable (Federal, Tribal, State or local) laws or requirements for protection of environment or public health and safety?	Yes or No. Explanation.
2. Will the proposed action result in a conflict with existing or proposed federal, Tribal, state, and local land use plans?	Yes or No. Explanation.
3. Is there a controversy with respect to environmental effects of the proposed action based on reasonable and substantial issues?	Yes or No. Explanation.
4. Is the proposed action significantly greater in scope than normal for the area or does it have significant unusual characteristics?	Yes or No. Explanation.
5. Does the proposed action establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

6. Does the proposed action have significant adverse direct or indirect effects on park land, other public lands, or areas of recognized scenic or recreational value?	Yes or No. Explanation.
7. Does the proposed action include construction of a new municipal solid waste landfill at a new solid waste disposal site?	Yes or No. Explanation.
8. Will the proposed action create a need for additional capacity at solid waste disposal facilities?	Yes or No. Explanation.
9. Does the proposed action include construction of a new wastewater treatment facility that will discharge treated sewage effluent to the waters of the U.S.	Yes or No. Explanation.
10. Will the proposed action create a need for additional capacity at wastewater treatment facilities?	Yes or No. Explanation.
11. Will the proposed action create a need for additional capacity in the drinking water supply?	Yes or No. Explanation.
12. Are there other considerations about the proposed action that could adversely affect the environment and/or public health and safety?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

13. Will the proposed action create a need for additional capacity in health care facilities and for health care services?	Yes or No. Explanation.
14. Will the proposed action create a need for additional energy supply or generation?	Yes or No. Explanation.
15. Will the proposed action create a need for additional capacity in educational facilities?	Yes or No. Explanation.
16. Will the proposed action create a need for additional capacity in transportation systems?	Yes or No. Explanation.
17.Historic Preservation: a. Does the proposed action involve the purchase, construction, alteration, renovation, or lease of a building or portion of a building that is more that 50 years old?	Yes or No. Explanation.
b. Will the proposed action adversely affect properties listed, or eligible for listing, on the National Register of Historic Places?	Yes or No. Explanation. or No
18. Endangered Species Act: Is the proposed action likely to adversely affect a plant or animal species listed on the Federal or applicable state list of endangered or threatened species or a specific critical habitat of an endangered or threatened species?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

19. Will the proposed action require major sedimentation and erosion control measures?	Yes or No. Explanation.
20. Will the proposed action violate a storm water permit or a wastewater discharge permit either for construction or on-going operations?	Yes or No. Explanation.
21. Safe Drinking Water Act: Will the proposed action impact an EPA designated sole source aquifer?	Yes or No. Explanation.
22. Wetlands and Water Resources (lakes, rivers, ponds, streams, etc.): Will the proposed action violate a Section 404 (Clean Water Act) permit for actions in a wetland and/or Section 10 (Rivers and Harbors Act) permit for actions in a stream or river?	Yes or No. Explanation.
23. Floodplains: a. Is the proposed action located in either a 100-year or, for critical actions, a 500-year floodplain? (If Flood Insurance Rate Maps do not exist for the project site, a floodplain survey or consultation may be required. Also may need to consider if the facility will require flood insurance).	Yes or No. Explanation.
b. Will the proposed action adversely impact flood flows in a floodplain or support development in a floodplain?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

24. Existing site: Would the proposed action involve the purchase, construction or lease of new facilities (including portable facilities and trailers), substantially increase the capacity of an existing health care facility?	Yes or No. Explanation.
25. New site: Does the proposed action involve purchase, construction, or lease of new facilities (including portable facilities and trailers) where such action is for buildings equal to or more than 12,000 square feet (1080 square meters) of useable space when more than 5 acres (2 hectares) of surface land area are involved at a new site?	Yes or No. Explanation.
26. New site: Does the proposed action involve purchase, construction, or lease of health care facilities (other than buildings) for projects equal to or more than 5 acres (2 hectares) of surface land area at a new site?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

27. Does the proposed action involve the sale or transfer of real property, on which any hazardous substance was stored for one year or more, known to have been released, or disposed of? (Provide relevant documentation for any hazardous substance releases. See 40 CFR 373.2(b), 302.4, and 261.30 for reportable quantities.)	Yes or No. Explanation.
28. Does the proposed action involve the sale or transfer of real property, on which underground or above ground storage tanks are located?	Yes or No. Explanation.
29. Will the proposed action violate Tribal, local, state, or federal law on the use and storage of hazardous substances or the transportation, storage, and disposal of hazardous wastes or medical wastes? (Activities that may generate reportable quantities include air conditioning repair and service, pesticide application, motor pools, automobile repair, welding, landscaping, agricultural activities, print shops, hospitals, clinics, & medical centers. Repair, renovation, or demolition activities can generate waste that has asbestos-containing materials, asbestos, lead-based paint, PCBs, CFCs, etc.)	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

30. Will the proposed action adversely affect community air pollution for a long period of time?	Yes or No. Explanation.
31. If the proposed action is implemented, will it have a disproportionately high and adverse human health or environmental impact on the Tribe, low-income populations, or minority populations?	Yes or No. Explanation.
32. Will the proposed action adversely affect community noise levels?	Yes or No. Explanation.
33. Wilderness Act: Will the proposed action adversely impact a Wilderness Area?	Yes or No. Explanation.
34. Farmland Protection Policy Act: Will the proposed action convert significant agricultural lands to non-agricultural uses and exceed 160-point score on the farmland impact rating?	Yes or No. Explanation.
35. Coastal Zone Management Act: Will the proposed action directly affect a Coastal Zone in a manner inconsistent with the State Coastal Zone Management Plan?	Yes or No. Explanation.

Tribe:	Reservation:
Project, Program, Grant Description & Location:	

36. Wild and Scenic Rivers Act: Will the proposed action affect a wild, scenic, or recreational river area or create conditions inconsistent with the character of the river? (A consideration for activities that are in or near any wild and scenic waterway including construction of stream/river crossings, intake structures, outfalls, etc.)	Yes or No. Explanation.

I certify that to the best of my knowledge and ability the information presented above is true and correct. The record was examined to identify potential extraordinary or exceptional circumstances which would require further environmental review.

Review by:

Title Date Environmental Coordinator Date

APPENDIX F

ACTIONS REQUIRING IHS ENVIRONMENTAL REVIEW AND DETERMINATION

APPENDIX F – Actions Requiring IHS Environmental Review and Determination

For actions outlined in the below table, which are to be undertaken by YTT, YTT shall submit a proposal package that includes a completed Project Summary Document (See Appendix D) and Environmental Information and Documentation Form (See Appendix E) to the IHS. Coordination time between YTT and the IHS to complete the Environmental Review and Determination process varies for each group of actions. The timing provided below indicates the expected timeline to complete the process for each group of actions. Early coordination in the planning phase of a project between YTT, IHS, and other stakeholders will help ensure environmental concerns are addressed in a timely manner and project delays are minimized so that IHS can complete its environmental responsibilities and issue a Determination Document as early as possible.

Action		Expected Timelines
Categorically excluded actions per Federal Register Vol. 58, No. 3, pg 571(I)(3), (I)(4), (I)(6), and (I)(7), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 45 to 90 days from the receipt by the IHS of the proposal package.***
☐	Pg 571 (I)(3): Building alteration or renovation that does not substantially change the function or general appearance of existing buildings.	
☐	Pg 571 (I)(4): Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction: (a) is at the site of existing health care facility and the facility capacity is not substantially increased, (b) is for building of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or (c) is for projects other than buildings when less than five acres of surface land area are involved at a new site.	
☐	Pg 571 (I)(6): Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which: (a) the intended use of the space is consistent with the functional design of the building, and (b) the acquisition is consistent with an applicable master plan, if such plan exists.	
☐	Pg 571 (I)(7): The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action: (a) is consistent with any applicable master plan, if such a plan exits, (b) conforms to local zoning and land use ordinances, if such ordinances exist, (c) is consistent with the functional design of the facility, (d) would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and (e) satisfies the requirements of applicable comprehensive Environmental Response Compensation and Liability Act (CERCLA)section 120 (h) provisions.	
Any normally categorically excluded actions that may have Extraordinary or Exceptional Circumstances per Federal Register Vol. 58, No. 3, pg 571-72(K), dated January 6, 1993.		**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**
☐	Pg 571 (K)(1): Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction, for the purpose of protecting or otherwise affecting that environment;	
☐	Pg 571 (K)(2): Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;	
☐	Pg 571 (K)(3): Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;	

[]	Pg 571 (K)(4): Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
[]	Pg 571 (K)(5): Those which have adverse effects on unique geographic characteristics (e.g. historic, archeological, or cultural resources, park recreation or refuge lands, wilderness, areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones, or ecological or critical areas including those listed on the Department of Interior National Register of National landmarks);
[]	Pg 571 (K)(6): Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
[]	Pg 571 (K)(7): Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
[]	Pg 571 (K)(8): Those which have adverse effects on species listed by the Federal Government as Endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
[]	Pg 571 (K)(9): Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and
[]	Pg 572 (K)(10): Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and
[]	Pg 572 (K)(11): Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Any action NOT categorically excluded per Federal Register Vol. 58, No. 3, pg 569-572, dated January 6, 1993 attached hereto.	**The Environmental Review and Determination Process for this group of actions ranges from 60 to 180 days from the receipt by the IHS of the proposal package.**

* The time needed to complete Environmental Reviews is highly dependent on required consultations with other Federal and State Agencies. As an example, the NHPA Section 106 Process requires the State Historic Preservation Officer (SHPO) be allotted 30 days to review and comment on a proposed action (36 CFR Part 800.3(c)(4)). Furthermore, additional time beyond the 30 days may be required for consultation with SHPO to adequately review and determine the effects of the proposed action on existing historical resources. Coordination early in the planning phase of the project can help identify these potential issues and allow YTT and IHS to resolve them early.

Indian Health Service

National Environmental Policy Act; Categorical Exclusions

AGENCY: Indian Health Service (IHS), HHS.

ACTION: List of IHS program actions that are categorically excluded from the requirement to conduct further evaluation under the National Environmental Policy Act (NEPA).

SUMMARY: This notice provides a list of classes of IHS actions that normally do not have a significant impact on the environment and, therefore, do not require environmental impact statements (EIS) or environmental assessments (EA) under Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508) or Department of Health and Human Services (HHS) procedures (HHS General Administration Manual Part 30). All actions involving construction are reviewed to determine if extraordinary or exceptional circumstances exist that prevent the action from meeting the criteria established for this listing.

EFFECTIVE DATE: January 6, 1993.

FOR FURTHER INFORMATION CONTACT: Director, Division of Environmental Health (DEH), Office of Environmental Health and Engineering (OEHE), IHS, Public Health Service (PHS), HHS, room 5A–39, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857; or telephone (301) 443–1043.

SUPPLEMENTARY INFORMATION: Regulations of the CEQ at 40 CFR parts 1500–1508 require Federal agencies to adopt procedures to supplement and implement their regulations. The IHS, by giving notice in the Federal Register (45 FR 76519), has adopted such procedures and included them in the HHS General Administration Manual Part 30. The CEQ approved the IHS procedures on October 2, 1980. Paragraphs 1507.3 and 1508.4 of the CEQ regulations provide for the definition of categories of actions that do not individually or cumulatively have a significant effect on the human environment and therefore, do not require the preparation of an EIS or an EA. Paragraph 30–20–40 of the HHS General Administration Manual establishes categories of exclusion for Departmental actions and provides for the listing of actions by Operating Divisions within the Department. The IHS, as an agency of the PHS, hereby gives notice of its listing of actions which normally can be categorically excluded from further environmental review.

If a proposed action belongs to an excluded category but one or more extraordinary or exceptional circumstances (as defined in Part K) apply, then an EA must be prepared for the purpose of determining whether an EIS is warranted.

The IHS provides comprehensive health care services to more than 1 million American Indians and Alaska Natives. The goal of the IHS program is to raise the health status of American Indians and Alaska Natives to the highest level possible. In carrying out this goal, the program has three main objectives: (1) To deliver the highest quality health services possible; (2) to assist tribes and native corporations to develop their capacity to manage health programs; and (3) to serve as an advocate for American Indians and Alaska Natives in health related matters.

The IHS program is carried out through a health services delivery system, designed to provide a broad mix of preventive, curative, rehabilitative, and environmental services. The type of health services delivery system

employed varies from Area to Area. Population, health indices, and facilities and services available from sources other than the IHS are evaluated to determine the methods IHS uses to provide services.

The IHS program consists of two major systems: (1) A Federal health care delivery system, administered by Federal employees, and (2) a tribal health delivery system, administered by tribes and tribal groups under grants, contracts or cooperative agreements. The categorical exclusions apply to IHS program actions whether carried out directly by the IHS, or funded or otherwise sponsored by the IHS. The IHS contracts, grants, and cooperative agreements are actions defined in NEPA and are subject to the IHS review procedures established to ensure NEPA compliance, including provisions covering extraordinary and exceptional circumstances. The NEPA compliance for the tribal health care delivery system is ensured through IHS administrative procedures for contracts, grants, and cooperative agreements.

The selection of IHS program actions to list as categorical exclusions has been determined, in part, by agency experience in complying with NEPA, during the past 10 years. Actions required to provide health care services will not have significant impact on the environment except when exceptional or extraordinary circumstances exist. The IHS has categorically excluded these actions, since enactment of NEPA; however, actions involving construction normally have required completion of an environmental review/assessment.

The IHS administers programs for the construction of domestic sanitation facilities (water, wastewater, and solid waste) for Indian homes and communities, construction of new or replacement health care facilities and staff quarters, and renovations to existing health care facilities and quarters units.

Environmental reviews/assessments of construction projects undertaken during the past 10 years have concluded that an EIS was not required for any of them. Approximately 2,300 sanitation facilities construction projects and fewer than 60 health care facilities/staff quarters construction projects have been approved during this time.

The type of program and procedures employed to administer the construction of sanitation facilities for Indian homes and communities, and the consistent determinations that these projects do not have a significant impact on the environment, are the basis for the decision to list most sanitation facilities projects as categorically excluded.

Factors considered in making this determination include:

1. Projects are undertaken to improve health and/or environment.

2. Projects are untaken at the request and with approval of the tribal governing body, which provides for discussion and evaluation of the project and its impacts.

3. Projects are normally constructed on tribally owned or individually owned tribal land within reservation boundaries.

4. Projects are constructed to comply with all current applicable environmental regulations and plans and specifications are submitted to State and Federal agencies as necessary for review and comment.

5. Projects are constructed to provide utilities (water, sewer, solid waste) either for existing American Indian or Alaska Native homes or for new homes constructed with Federal, tribal, State or other resources. New homes are constructed at sites and locations approved by the Tribal Governing Board. Utilities are not provided for future development or undeveloped parcels, and capacity provided is limited to that routinely provided by standard engineering practice for the current design population.

6. The IHS projects fall into the category of minor construction projects based on cost. During the last 10 years, 85 of the 2,300 projects exceeded $1 million, and the average estimated cost was $250,000.

7. Standard IHS procedures require documentation of an environmental review of each construction project to identify any exceptional or extraordinary circumstances and to ensure compliance with all environmental laws, regulations, and executive orders; e.g., those concerning floodplains, wetlands, endangered species, etc. This review is required early in the project planning process.

The categorical exclusion for construction of health care facilities and staff quarters has been limited to renovation or new construction at existing health care delivery sites, and construction or development of relatively small facilities at new locations. The procedures noted in item 7 above for sanitation facilities construction projects also apply to all health care facility and staff quarters construction projects. Most health care facility and staff quarters renovation projects can be classified as minor construction projects based on cost. Fewer than 200 major renovation projects have been undertaken and only a few were funded at a level exceeding $1 million.

Categorical Exclusions

A. Health Services

Direct delivery of medical, dental, nursing, and other related health services; e.g., patient care/counseling administered from hospitals, health centers, health stations, satellite clinics, and in private homes by IHS staff or contract providers to authorized recipients.

B. Research

Research activities that are consistent with the mission of IHS including: (a) Biological and behavioral studies conducted in laboratories, clinics, and the field; (b) studies on the development and delivery of prevention and treatment services and their administration and financing; and (c) evaluations of prevention and treatment.

C. Pesticides

Application of pesticides which are not classified for restricted use under provisions of the Federal Insecticide, Fungicide and Rodenticide Act when used for routine pest control purposes.

D. Contracts, Grants, and Cooperative Agreements

Contracts, grants, and cooperative agreements and continuations, supplements, extensions, and amendments of these documents for IHS programs or actions that are categorically excluded. (Includes Self-Determination Act contracts, Contract Health Care contracts, etc.)

E. Technical Assistance

Action involving the provision of technical assistance to American Indian and Alaska Native tribes and groups, other Federal agencies, State and local governments, and non-profit organizations are excluded. These actions include but are not limited to:

1. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing management capabilities needed to enable eventual tribal assumption of health program operation;

2. The provision of technical assistance to American Indian and Alaska Native tribes and groups for the purpose of developing capabilities in the areas of epidemiology, disease reduction, injury prevention, environmental improvement, and the operation and maintenance of sanitation facilities; and

3. The assignment of IHS personnel to agencies/organizations for the purpose of providing technical expertise (e.g.,

investigation, diagnosis, consultation, counseling) in health programs.

F. Management and Administrative Support

Routine management and administrative support actions.

G. Training, Education, and Manpower Development

The award of training grants, scholarships, and the provision of other types of training and educational assistance are excluded. These actions include:

1. Support for development of professional and paraprofessional health competencies;
2. Support for development of American Indian and Alaskan Native health management capabilities;
3. Support for development of tribal and community capabilities in the areas of environmental improvement, disease reduction, injury control, and operation and maintenance of sanitation facilities;
4. Support for training and education of IHS personnel necessary for the efficient accomplishment of the IHS program; and
5. Educational activities including development of disease prevention and treatment and presentation of such material to American Indian and Alaskan Natives.

H. Statistics, Data Processing, and Information Gathering

Actions associated with statistics and information collection and dissemination are excluded. These actions typically involve:

1. Collection of demographic or morbidity data and analysis for program management and budget justification purposes;
2. Epidemiologic studies;
3. Environmental surveillance activities (e.g., sample collection, analysis, and monitoring of air, food, water, and wastewater) to determine quality as a basis for ensuring necessary corrective action;
4. Engineering studies and investigations including soil boring and test well drilling to gather data for the purpose of determining engineering feasibility and to permit facility design;
5. Updating existing data bases and data processing;
6. Printing and distributing reports, and
7. Developing new/redesignating existing data systems to meet specific program needs.

I. Indian Health Service Owned and Leased Facilities

Actions related to the IHS owned and leased facilities, or actions funded by IHS at tribally owned (or leased) and managed facilities as listed below, are excluded:

1. Maintenance and day-to-day operation of the physical plant and repairs to plant and equipment, or replacement-in-kind of utilities and building components;
2. Acquisition of equipment, provided all requirements for permits, registrations, and licenses are met, and provided the equipment involves use of generally accepted technology;
3. Building alteration or renovation that does not substantially change the function or general appearance of existing buildings;
4. Construction or lease of new facilities (including portable facilities and trailers) where such lease or construction:
   (a) Is at the site of an existing health care facility and the facility capacity is not substantially increased,
   (b) Is for buildings of less than 12,000 square feet of useable space when less than five acres of surface land area are involved at a new site, or
   (c) Is for projects other than buildings when less than five acres of surface land area are involved at a new site;
5. Facility planning and design including funding of such activities;
6. Acquisition of space by lease, use agreement, transfer, gift or similar arrangement for which:
   (a) The intended use of the space is consistent with the functional design of the building, and
   (b) The acquisition is consistent with an applicable master plan, if such plan exists;
7. The acquisition, sale, release, abandonment, closure or transfer of real property, provided the action:
   (a) Is consistent with any applicable master plan, if such a plan exists,
   (b) Conforms to local zoning and land use ordinances, if such ordinances exist,
   (c) Is consistent with the functional design of the facility,
   (d) Would not violate applicable Federal, State, or local environmental protection or historic preservation laws, and
   (e) Satisfies the requirements of applicable comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) section 120 (h) provisions.

J. Construction of Sanitation Facilities

Actions associated with construction of sanitation facilities to serve Indian homes and communities, except that the following actions are not excluded:

(1) Construction of a sanitary landfill at a new solid waste disposal site, and

(2) Construction of a new wastewater treatment facility with direct discharge of treated sewage to surface waters.

K. Extraordinary or Exceptional Circumstances

Under extraordinary circumstances, the normally excluded actions described above may have a significant environmental effect; such actions are not categorically excluded. Actions that can be characterized by, or may cause any of, the conditions described below are examples of actions that are not categorically excluded:

1. Those with potential to change the existing environment where such change violates directives or other controls that are imposed by any governmental body having jurisdiction for the purpose of protecting or otherwise affecting that environment;
2. Those with potential or real threat of violation, or continued violation, of an applicable Federal, State, or local law or requirement imposed for protection of the environment or to ensure public health and safety;
3. Those likely to cause controversy with respect to the types or extent of the resulting environmental effects where such controversy is based on pertinent and substantial issues;
4. Those involving the use of technology where the possible effects are highly uncertain or involve unique or unknown risks and where such technology has not been assessed previously for environmental impact;
5. Those which have adverse effects on unique geographic characteristics (e.g., historic, archeological, or cultural resources, park recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, coastal management zones or ecological or critical areas including those listed on the Department of Interiors National Register of National Landmarks);
6. Those which establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects;
7. Those which have adverse effects on properties listed or eligible for listing on the National Register of Historic Places;
8. Those which have adverse effects on species listed by the Federal Government as endangered or Threatened Species, or which have adverse effects on any designated critical habitat for these species;
9. Those which require assessment in accordance with Executive Order 11988 (Floodplain Management), or Executive

Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act; and

10. Those which involve the use, transfer, or lease of real property which has been determined, after investigation in accordance with the provisions of CERCLA 120 (h), to have been used as a storage facility for hazardous waste for more than 1 year; and

11. Construction projects which are significantly greater in scope or size than normally experienced for a particular category of action.

Dated: December 29, 1992.

Michael E. Lincoln,

Deputy Director.

[FR Doc. 93-173 Filed 1-5-93; 8:45 am]

BILLING CODE 4160-16-M

Appendix G
Buyback/Withhold Agreement
between
the Indian Health Service
and
Yakutat Tlingit Tribe

Section 1. Generally. Pursuant to Section 5(C) of the Funding Agreement between the Yakutat Tlingit Tribe (hereinafter "Tribe") and the Secretary of the Department of Health and Human Services of the United States of America (hereinafter "Secretary"), the Tribe has determined that it wishes to carry out its responsibility to provide certain programs, activities, functions or services (*e.g.* salaries of IPA/MOA employees, and Village Built Clinics Program) included in its Funding Agreement utilizing services, personnel or other resources of the Federal Government, (hereinafter "services") under Article V, section 22 of the Compact, as permitted by law. These services may include some that are expected to be used throughout the year and some incidental services to be identified by the Tribe on an as needed basis, and provided by the Indian Health Service (hereinafter "IHS") when IHS has the capacity to do so. The cost of providing the purchased services to the Tribe shall be determined under section 2 below. The Tribe's purchase of services is contingent on the availability of IHS resources to provide those services. In addition, services must be paid for in advance, in order to avoid violation of the Anti-Deficiency Act and are subject to full cost recovery in accord with 25 U.S.C. §458aaa-7(f) and 31 U.S.C. § 9701.

Section 2. Determination of Cost.

2.1 Generally. The Tribe may acquire services from the IHS by either providing for full year withhold (with appropriate reconciliation) under terms agreed on in this Funding Agreement, in which case the administrative surcharge provided for under section 2.2.4 shall not apply. In the alternative, the Tribe may acquire services by authorizing partial year withhold amounts, as provided for in section 2.2, in which case the payment schedule and administrative surcharge provided for in section 2.2.4 shall apply. Whether full or partial year withhold is authorized, the full costs of IPA/MOAs including those detailed in section 2.3, Determination of IPA/MOA Costs, shall be paid by the Tribe.

2.2 Conditions for Partial Year Withhold and Buyback.

2.2.1 IPA/MOA.

2.2.1.1 Advance withhold. The funds for IPA/MOA salary and other costs detailed in section 2.3, "Determination of IPA/MOA Costs," will be paid as a lump sum in accord with Section 5(A) of the Funding Agreement, except that an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual IPA/MOA salary costs and related surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.1.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to RIF or redeploy federal employees assigned to the Tribe.

2.2.2 Village Built Clinics.

2.2.2.1 Advance Withhold. To ensure that sufficient funds are available to meet contract obligations, an amount equal to three monthly payments based on the initial mutually agreed upon estimate of the annual Village Built Clinic costs and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last three months of the fiscal year as provided in section 3.2.2.2.

2.2.2.2 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the village based clinic leases.

2.2.3 Other Services.

2.2.3.1 Advance Withhold. An amount equal to one monthly payment based on the initial mutually agreed upon estimate of the annual cost of other services the Tribe proposes to purchase from the IHS and related estimated surcharges, as provided in section 2.2.4, will be withheld and retained by the Indian Health Service pending final disbursement for the last month of the fiscal year as provided in section 3.2.2.2.

2.2.3.2 Incidental Services. Nothing herein shall prevent the Tribe from negotiating to purchase incidental services from the IHS throughout the year, without regard to an advance withhold. Such incidental services may include medical record storage, costs associated with disposal of excess governmental property held by the Tribe and costs associated with acquiring excess property from the Department of Defense. Agreements for purchase of incidental services must specify the method and timing of payment by the Tribe.

2.2.3.3 Late Payment Provision. Except as provided in section 3.4, failure to make payment in full by the Default Date will result in action by the IHS to terminate the services for which payment has not been made.

2.2.4 Administrative Surcharge. An administrative surcharge in a percentage set forth in Section 5(C) of the Funding Agreement shall be imposed on the charges for the services delivered by the IHS to the Tribe under the partial year withhold and buyback provisions of section 2.2. This surcharge will not be imposed on purchases for which a full year's estimated withhold is authorized. The administrative surcharge will be estimated based on the estimated annual purchase price and will be accounted for and reconciled under section 3.3.2.

2.2.5 No Other Charges. Except as provided in this section 2.2, there shall be no additional overhead, user or administrative charges or assessments for providing

services to the Tribe.

2.3 Determination of IPA/MOA Costs.

2.3.1 List of Costs. It is agreed by the parties that the entire cost of IPA/MOA assignments, including costs associated with the initiation, maintenance, and termination of the assignments are the responsibility of the Tribe. The IHS must be reimbursed for all such costs which include but are not limited to the following:

2.3.1.1 Permanent change of station costs including the cost of moving replacement IPAs from the lower forty-eight to Alaska and the cost of moving IPA employees who separate back to the lower forty-eight.

2.3.1.2 Recruitment, relocation and retention bonuses if such funds are necessary to attract or retain employees.

2.3.1.3 Severance pay for employees who are released by the Tribe and separated without cause.

2.3.1.4 Payment of turnaround leave travel expenses. All individuals who are eligible for these expenses shall be identified in the IPA negotiated between the parties. The IHS will retain liability for existing IPAs. The Tribe assumes the liability for new IPAs and upon renewal of an existing IPA.

2.3.1.5 Lump sum leave payments for employees who leave federal service. All leave accrued prior to the employee becoming employed by the Tribe shall be identified in the IPA/MOA negotiated between the parties. The liability for accrued leave on existing, renewing, and new IPA/MOAs shall be the responsibility of the Tribe.

2.3.1.6 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.3.2 below.

2.3.1.7 Centrally paid expenses, subject to the terms specified in section 2.3.3 below.

2.3.1.8 The cost of paying unemployment benefits assessed to the Area in FY 2002 and thereafter on behalf of an employee who was employed by the Tribe under an IPA immediately prior to voluntary or involuntary separation from IHS regardless of the year in which unemployment benefits were paid. The Tribe is not responsible for unemployment costs that were assessed to the Area in Fiscal Years 2000 and 2001.

2.3.2 Costs Related to Employment Related Disputes.

2.3.2.1 Responsibilities of the IHS. The Indian Health Service shall be responsible for the payment of all costs of the IHS Office of Human Resources and any other section of the Indian Health Service, the Office of General Counsel, and the Department of

Health and Human Services associated with the processing, settlement or other resolution of employment actions such as disciplinary actions, grievances, or appeals to the Merit System Protection Board and/or the Equal Employment Opportunity Commission, and matters arising under the Federal Labor Relations Act or any other law permitting the employee to appeal from such actions initiated by Federal employees assigned to a Co-Signer under an IPA or MOA. The IHS may pay for or recover these costs as described under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, to the extent permitted under section 2.3.2.2.

2.3.2.2 Employee Disputes Costs Chargeable to Co-Signers. The IHS may pay for or recover costs associated with processing, settlement or other resolution of employment related disputes listed in paragraph 2.3.2.2.1 of this subsection under the following conditions:

2.3.2.2.1 Only costs associated with covered disputes that arose from conduct, performance or other circumstances alleged to have occurred during the course of an employee's assignment to a Co-Signer may be assessed under section 2.3.2.3.

2.3.2.2.2 Costs which may be assessed under section 2.3.2.3, Sharing in Costs of IPA/MOA Employment Related Disputes, may include, but are not limited to, awards of back pay, compensatory damages, attorney fees, travel costs necessary to investigate the case and represent the IHS at hearings or in other proceedings during the appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of the IHS defending itself in these matters.

2.3.2.2.3 No salary costs of IHS, Office of General Counsel or Department of Health and Human Service employees may be assessed or recovered under section 2.3.2.3. Nor may any other cost of these proceedings be charged if such costs have ordinarily been paid from funds identified by the IHS as residual or restricted at Headquarters or the Area Office.

2.3.2.3 Sharing in Costs of IPA/MOA Employment Related Disputes. All costs of the IHS related to IPA/MOAs for which Co-Signers are responsible under section 2.3, "Determination of IPA/MOA Costs," are the responsibility of the individual Co-Signer to whom the IPA/MOA is assigned, except as provided in this paragraph. The Tribe agrees to share with other Co-Signers the costs and risks described in the above section 2.3.2.2, "Employee Disputes Costs Chargeable to Co-Signers" by agreeing to accept a share of the cost not to exceed $75 per assigned IPA/MOA per separate employment action. The purposes of sharing these costs are to simultaneously ensure that IHS recovers the full costs associated with employment related disputes involving IPA/MOAs, minimize the financial risk for individual Co-Signers, and minimize the accounting and administration caused by certain categories of costs. The IHS may use funds assessed under this paragraph only as provided in section 2.3.2.2. The amount assessed each Co-Signer shall be a percentage calculated based on the number of IPAs and MOAs the Co-Signer has assigned to it. All costs assessed under this paragraph will be reconciled with each contributing Co-Signer, as provided under section 3.3, and a separate report will be provided to all ATHC Co-Signers.

2.3.3 Costs Related to IPA/MOA Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by Headquarters from Area funds. These include costs detailed in columns 6, 7, and 8 of the spreadsheet entitled "Allocation of Centrally Paid Expenses (Excluding FTS)," Corrected May 11, 1998, that was prepared by David Mather. These are costs associated with Commissioned Corps, Personnel and Payroll, and Balance of Human Resources. The Alaska Area Native Health Service may pay for or recover assessments from Headquarters to cover these identified costs by including in the monthly charge for each IPA or MOA the monthly cost to the IHS of such Centrally Paid Expenses. The cost charged to the Tribe for each IPA/MOA may not exceed the average cost per federal employee actually paid by IHS. For purposes of calculating the initial withhold amount and estimated monthly payments, the estimated average cost per month for each IPA or MOA is shown in Appendix A of the Funding Agreement.

2.4 Limitation on Obligations and Notice.

2.4.1 Obligations. IHS shall within 30 days provide notice to the Tribe of the best available estimate of the costs that may be incurred under this Agreement of leases, contracts, salaries and related expenses and permanent change of station.

2.4.2 Content of Notices of Best Available Estimates and Costs. Notice of best available estimates under section 2.4.1 and full accounting of all costs due under section 3.3.1 shall include the amount, vendor and reason for obligation or expenditure, including the name of the employee, if any.

Section 3. Method of Payment.

3.1 Full Year Withhold. Payment for services being purchased from the IHS may be made by the Tribe authorizing a withhold of the full year's initial mutually agreed upon estimate of the annual cost of each category of services the Tribe proposes to purchase from the IHS. In such case, no monthly payments are due from the Tribe. On periodic reconciliation, provided for under section 3.3.1, excess withheld funds will be paid by the IHS to the Tribe and adjustments in the amount of withhold or payments needed to pay for all services the Tribe has purchased, or proposes to purchase, will be made to the IHS by the Tribe. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount the Tribe hereby authorizes for full year withhold, if any.

3.2 Purchases through Buyback under section 2.2.

3.2.1 Calculations.

3.2.1.1 Of Initial Estimated Monthly Payment. The initial estimated monthly payment is determined by estimating the annual cost of services to be purchased from IHS, including the surcharge on all services under section 2.2.4, and dividing by 12. *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount of the initial estimated monthly payment.

3.2.1.2 Of Total Withhold Amount. A Co-Signer purchasing services through buyback authorizes withhold of an amount equal to the Advance Withhold under paragraphs 2.2.1.1, 2.2.2.1 and 2.2.3.1 of section 2.2 for each category of service being purchased, plus an amount equal to one month of the initial estimated monthly payment for each category of service being purchased (to cover the estimate for services to be provided in October). *See* "Summary of Withhold/Buyback" page of Appendix A for calculation of the amount the Tribe hereby authorizes to be withheld.

3.2.2 Payment Schedule.

3.2.2.1 First Payment. The initial estimated monthly payment is due and payable on the first day of November or the first day of the month following payment to the Tribe of its lump sum payment, whichever is later, in which case the IHS shall reduce the lump sum payment by the authorized withhold plus the initial estimated monthly payments for each month preceding the first month for which a payment is due from the Tribe for which a payment was not withheld. (This provision is intended to address delays caused in making the lump sum payment to the Tribe due to Congress authorizing continuing resolutions or other delays in making lump sum payments to the Tribe.)

3.2.2.2 Subsequent Estimated Monthly Payments. Subsequent payments are due and payable on the first day of each month, until the final months of the year intended to be covered by the Advance Withhold amount applicable to the category of services, as set forth in section 2.2. (For example, the last three months of payments for IPA/MOAs would come from the Advance Withhold amount, while only the last one month of payment for Other Services would come from the Advance Withhold amount.)

3.2.2.3 Default Date. If a payment is not received by the 10th day of the month in which it is due (or the first working day thereafter if the 10th day falls on a week-end or Federal holiday), the IHS will implement the late payment provisions for each category of service as provided under paragraphs 2.2.1.2, 2.2.2.2, and 2.2.3.3. This date shall be referred to throughout this section as "Default Date."

3.3 Reconciliation and Adjustment.

3.3.1 For Categories of Service. Full accounting of all costs for each category of service, whether purchased through full year withhold or buyback, will be provided to the Tribe within 45 days of the end of each month. Reconciliation of payments made to IHS compared to actual costs for the first three quarters of the fiscal year will be provided quarterly within 45 days of the end of each quarter. Reconciliation of payments made to IHS compared to actual costs for the last quarter of the fiscal year will be provided within 60 days of the end of the last quarter. At the end of each of the first three quarters, the IHS and the Tribe will review the expenses for the preceding quarters. The monthly estimated payment due, or the full year withhold amount, for the balance of the fiscal year will be adjusted accordingly to account for any over or under collections in order to project a zero balance at the end of the fiscal year. Within 30 days after the final end-of-year reconciliation is provided to the Tribe, any over recovery by the IHS must be returned to the Tribe and within 30 days after the final end-of-year

reconciliation is due any under recovery must be paid by the Tribe.

3.3.2 For Administrative Surcharge.

3.3.2.1 Use and Rebate. The administrative surcharge shall be used exclusively for administration of the buyback provisions under this Buyback/Withholding Agreement. All income from the administrative surcharge will be accounted for separately and compared on an annual basis to the cost of administering buyback at the Area Office. This accounting and reconciliation shall be complete within 60 days of the end of the last day of the fiscal year. Any surplus in administrative surcharges shall be returned to the Co-Signers who participated in the buyback option on a pro rata basis depending on the amount of administrative surcharge paid.

3.3.3 Adjustment in Estimated Monthly Payment. In addition to adjustments in estimated payments that may occur under sections 3.3.1 and 3.3.2.1, the parties may at any time mutually agree, based on a change in circumstances, to change the estimated monthly payment due from the Tribe.

3.4 Use of Other Funds Due the Tribe to Avoid Default or Satisfy Obligations to IHS and other Remedies.

3.4.1 Avoiding Default. Default may be avoided to the extent funds are held by the IHS from other funds due to the Tribe, which may be withheld to satisfy the amount of the payment, which would otherwise be in default or to satisfy amounts due IHS after reconciliation of costs and payments when an amount is due to IHS.

3.4.2 Recoupment. Any amount due to the IHS by reason of the Tribe's failure to pay in full all amounts owing under the buyback provisions of the Funding Agreement for the immediately preceding fiscal year shall be recouped by the IHS from any funds due to the Tribe under this funding agreement.

3.4.3 Full Year Withhold as Penalty for Default. Notwithstanding any other provision of this Buyback/Withholding Agreement, the IHS may require "full year withhold" as permitted herein as a condition of permitting a Co-Signer who was in arrears at the end of the immediately preceding fiscal year to buyback services from the IHS under the terms of this Agreement.

Section 4. Dispute Resolution. The parties shall endeavor to resolve any disputes concerning amounts due by the Tribe under this Agreement in a manner agreeable to the Tribe and to the IHS. In the event of a failure to reach agreement on the resolution of any such dispute, the Tribe may, after providing written notice to the IHS, choose not to include the disputed amount in any subsequent payment due. Payment in such a manner shall not be considered as a resolution of the dispute. The parties shall thereafter attempt to resolve the dispute through Alternative Dispute Resolution following, as appropriate, the principles and processes set forth in Executive Order 12988 signed by President Clinton on February 5, 1996, and made effective as of May 5, 1996. The Tribe shall have the option of resolving the dispute in accordance with

Article II, Section 10 of the Compact.

Section 5. Effective Date. This Buyback/Withholding Agreement shall become effective on June 1, 2016, and shall remain in effect pursuant to section 5(C) of the Funding Agreement.

United States of America
Secretary of
Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 12/8/2017

Yakutat Tlingit Tribe,
On Behalf of the Tribe

By: _____
Victoria L. Demmert, President

Date: 4-6-2017

Yakutat Tlingit Tribe
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RESOLUTION 2018-02

WITHDRAWAL FROM SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM; RETROCESSION TO INDIAN HEALTH SERVICE

WHEREAS, the Yakutat Tlingit Tribe (YTT) is a federally recognized tribe that is a co-signer of the Alaska Tribal Health Compact (ATHC) and has negotiated a Funding Agreement with the Indian Health Service (IHS) under Title V of the Indian Self-Determination Education and Assistance Act (ISDEAA); and

WHEREAS, For many years YTT has authorized the Southeast Alaska Regional Health Consortium (SEARHC) to receive a portion of YTT's funding from the IHS so that SEARHC could administer programs, functions, services and activities (PFSAs) of the IHS on YTT's behalf; and

WHEREAS, the Tribal Council is the governing body of YTT and charged with promoting the health and welfare of YTT's citizens and other beneficiaries of its health care programs; and

WHEREAS, the Tribal Council has determined that the health and welfare of YTT would be best served by withdrawing from SEARHC all authority to administer PFSAs on YTT's behalf; and

WHEREAS, the Council has further determined that YTT will retrocede all of the PFSAs withdrawn from SEARHC to the IHS so that IHS can then add these PFSAs and related funds in YTT's existing FA; and

WHEREAS, the Tribal Council intends that the withdrawal and retrocession and transfer of these PFSAs into YTT's FA take place as soon as possible; and

WHEREAS, Section 9(c) of YTT's Funding Agreement provides that, in accordance with Section 506(g) of the ISDEAA, YTT's withdrawal from SEARHC will become effective within the time frame specified in the resolution which authorized transfer to SEARHC, or, if no time frame is set forth in the resolution, the withdrawal will be effective on the earlier of (1) one year from the date of submission of such request, or (2) the date on which the funding agreement expires; or such date as may be mutually agreed by IHS, YTT, and SEARHC; and

WHEREAS, Section 9(a) of YTT's Funding Agreement provides that retrocession of PFSAs to IHS will become effective one year from the date of YTT's request, or sooner if YTT and IHS agree on an earlier date; and

Yakutat Tlingit Tribe

WHEREAS, on December 12, 2017 YTT passed Resolution 2017-50 which authorized the retrocession from Southeast Alaska Regional Health Consortium with an initial withdrawal date of April 1, 2018; and

WHEREAS, after deliberations with SEARHC and Indian Health Service, the Yakutat Tribal Council has determined that it is in the best interest of the Tribe to align the timing of the retrocession with the start of the new fiscal year of its Funding Agreement;

NOW THEREFORE BE IT RESOLVED, that all resolutions that YTT previously enacted authorizing SEARHC to contract or compact under the ISDEAA on behalf of YTT are hereby withdrawn, with an effective date of rescission and withdrawal to be October 1, 2018; and

BE IT FURTHER RESOLVED, that YTT will retrocede all of the PFSAs withdrawn from SEARHC to the IHS for either IHS to carryout directly, or preferably, for the IHS to transfer into YTT's current FA, effective on October 1, 2018; and

BE IT FURTHER RESOLVED, that YTT requests that YCHC continue to work to determine the funding amounts associated with the PFSAs to be withdrawn and retroceded, and to provide for a smooth transition with no gaps in service.

DATED this 27th day of February, 2018.

Yakutat Tlingit Tribe

John Buller, President

CERTIFICATION

The above Resolution was passed at a regular meeting of YTT held February 27th at 2018 at which a quorum was present. 5 FOR, 0 AGAINST, 0 ABSTAIN.

John Buller, President

Attest: [insert name] Nathan Moulton

Funding Agreement
between Certain Alaska Native Tribes
Served by the
YUKON-KUSKOKWIM HEALTH CORPORATION
and the Secretary of the Department of Health and Human Services
of the
United States of America
Fiscal Years 2015-2017

This Funding Agreement is entered into by and between certain Alaska Native Tribes served by the Yukon-Kuskokwim Health Corporation and the Secretary of the Department of Health and Human Services of the United States of America. These Tribes have authorized the Yukon-Kuskokwim Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83 and P.L. 93-638 as amended, non-residual programs, services, functions, and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement. The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act (the Act), and other applicable provisions of federal law.

This Funding Agreement obligates IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (Compact) between the Yukon-Kuskokwim Health Corporation (YKHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2015-2017.

In addition, although funds are provided from Headquarters and Area Office in support of this Compact, IHS will agree to continue to make available to YKHC PFSAs from both Area Office and Headquarters unless 100 percent of the total tribal shares for these PSFAs has been

specifically included in this Funding Agreement. In cases where a portion of tribal shares have been transferred, there may be some diminishment in the level of PSFAs provided by IHS.[1] Furthermore, IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs, which have not been included in this Funding Agreement, in the most effective and efficient manner possible, provided that decisions about the array and level of services to be offered by IHS shall be made in consultation with Alaska Tribes. IHS PSFAs not negotiated into or listed in Appendix A will be the responsibility of IHS. The "Memorandum of Agreement Describing the Continuing Services of IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by reference.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and YKHC will not be denied access to, or services from, Headquarters. Specifically, YKHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC. OIT will provide specified services directly to YKHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC funding agreement. Upon request of ANTHC, after good faith efforts to resolve YKHC's technical issue, OIT's support of YKHC will include technical support needed on-site by YKHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Co-Signer through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data Exports into National Database		X	
Evaluate, Correct, and Convert Site Data for National Database		X	
Telecommunications Mgmt Services			
100% Telecommunications Mgmt Services	X		
Maintain IHS-to-Alaska Connection		X	
Email Transfer and Global Address Listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		

[1] All references to Appendix A and Appendix C in this Funding Agreement are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Co-Signer through ANTHC
Use of IHS Contract vehicles		X	
RPMS Integrated Commercial-Off-The-Shelf Packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) and Licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training Instruction (as available)		X	
Alaska On-Site Training Instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) Conversion			X
Envoy (WebMD) Installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are retained by IHS, YKHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent YKHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Construction Project Approval.

1.1.3.1 Generally. Consistent with Appendix C – Continuing Service Agreement, IHS has retained funds for review and approval of proposed OEH&E construction projects. An "approved project" is one that has been approved by the IHS Area Director in which an agreement with YKHC is complete, which includes a scope of work a cost estimate, addresses environmental considerations, identifies the owner and operations and maintenance entity of the proposed facilities, establishes a start and completion date, and a determination by the IHS Area Director that the project complies with NEPA based on information submitted by YKHC only when a project is funded in full or in part with monies from Federal agencies other than IHS, and those agencies require such a determination by the IHS Area Director as a condition of providing funds. When applicable, YKHC will provide to IHS a copy of the project agreement between the Tribe or community and YKHC when the agreement is complete. YKHC may make immaterial changes to the performance period and make budget adjustments within available funding without an amendment to the "approved project."

1.1.3.2 Amendment. If during the course of the project, the Secretary adds funds to the project or there is a significant change from the original scope of work

approved by the Area Director, an amendment to the construction project agreement is required. A significant change in the original scope of work is:

1.1.3.2.1 a change that would result in a cost that exceeds the total of the project funds available and YKHC's contingency funds; or

1.1.3.2.2 a material departure from the original scope of work, including substantial departure from timelines negotiated in the construction project agreement.

1.1.3.3 Consistency with Applicable Regulations. The parties agree that subsection 1.1.4.2 [Construction Project Approval, Amendment] of this section is consistent with 42 CFR §§ 137.362 and 137.364.

1.1.4 Intellectual Property. In the course of administering federal contracts, grants, subgrants, and other agreements, IHS acquired various copyrights and licenses, including licenses pursuant to 45 CFR §§ 74.36 and 92.34, in works which IHS possessed, reproduced, published, and otherwise used and allowed others to possess, reproduce, publish, and otherwise use. To carry out the PSFAs assumed by YKHC under this and previous funding agreements and contracts, YKHC has the delegated authority and permission from IHS to use and allow others to reproduce, publish, and otherwise make use of these works to the same extent as IHS, consistent with the copyrights or licenses acquired by IHS in such works.

1.1.5 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for retained IHS health care component activities.

1.1.6 Access to Federal Insurance. IHS will assist YKHC to obtain information about the coverage, rights, and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights, and benefits (including any options in coverage, rights, and benefits that may be available), and the procedures by which YKHC may exercise its rights under Section 409 of IHCIA, as amended, to have access to such Federal insurance for its employees.

1.2 Historical PSFAs. YKHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC and SCF. For purposes of identifying those services provided by ANMC and AANHS prior to transfer of management to ANTHC and SCF, YKHC has attached to this Funding Agreement, Addendum 1 entitled "Memorialization of Historical Level of PSFAs Provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from YKHC's FY 1999 Annual Funding Agreement. The addendum is attached to the present Funding Agreement only for the purpose of identifying historical levels of PSFAs received by YKHC from ANMC and AANHS and is specifically not made a part of this Funding Agreement.

1.3 Community Health Aide Program Certification. IHS retains the responsibility, pursuant to Section 121 of the Indian Health Care Improvement Act, as amended, to maintain the IHS Community Health Aide Program Certification Board (CHAPCB), which was established

by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes Community Health Aides/Practitioners, Dental Health Aides, and Behavioral Health Aides/Practitioners as those terms are defined and used in the CHAPCB Standards and Procedures.

Section 2 – Obligations of the Co-Signer. This Funding Agreement obligates YKHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget] utilizing the resources transferred under this Funding Agreement and other funds as they may become available to YKHC. This Funding Agreement further authorizes YKHC to consolidate and redesign PSFAs as provided in the Act and the Compact.

Section 3 — Tribal Programs and Budget. YKHC agrees to be responsible for the health PSFAs identified below in accordance with the Compact and this Funding Agreement. YKHC is committed to and will strive to provide quality health services and will strive to meet standards it believes to be appropriate and applicable to the delivery of those health services. For the purposes of this Funding Agreement, YKHC's General Budget categories consolidate related health PSFAs as listed below. Services are provided in the Yukon-Kuskokwim Delta Region of Alaska, except as described herein or as necessary to fully provide for the needs of the persons served under this Funding Agreement. Subject to the availability of funds, services described herein may be expanded or reduced at the discretion of YKHC. To the extent any Tribe, which authorized YKHC to enter into the Compact on its behalf, enters into a contract under Title I or a Funding Agreement under Title V of the Act, YKHC will not be obligated to provide any program, activity, function, or service (or portion thereof) incorporated into such contract or Funding Agreement, except that YKHC, subject to the availability of resources, may provide services to such a Tribe. YKHC's wide range of services are provided and facilitated directly, and in cooperation with ANMC, ANTHC, SCF, and other Co-Signers, including through field clinics, referral to ANMC, and other arrangements with Tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of YKHC at YKHC's discretion.

3.1 Health Services

3.1.1 Community Health Aide and Village-Based Program: Provides Alaska-unique village-based care under the Standards and Procedures approved by IHS CHAPCB and other program standards of YKHC, which includes:

3.1.1.1 health care services, including well person, acute, non-acute, and chronic care; emergency stabilization and care; and preventive services. Such services include, but are not limited to, providing Early Periodic Screening, Diagnosis, and Treatment (EPSDT); immunizations; family planning; pre-natal care; women's health; and pharmacy services;

3.1.1.2 dental health aide services and behavioral health aide/practitioner services, under the *Standards and Procedures* approved by IHS CHAPCB;

3.1.1.3 health promotion to individuals, families, and their communities;

3.1.1.4 basic and advanced training and continuing education, and supervision;

3.1.1.5 telemedicine, telehealth, telepharmacy, and teleradiology services;

3.1.1.6 logistic, supervisory, and administrative services for the community health aide program; and

3.1.1.7 patient case management, including arranging for and providing emergency and routine patient transportation.

3.1.2 Sub-Regional Clinics/Community Health Centers: Provide comprehensive, well person, emergency, acute, and chronic care and preventive services at the subregional/ community health centers and surrounding village clinics. These services include:

3.1.2.1 EPSDT; immunizations; maternal and child health services, including family planning, prenatal care, and women's health; pharmacy services; and case management of care provided to children and other high-risk individuals;

3.1.2.2 on-call urgent care services 24 hours a day; and

3.1.2.3 specialty clinics; dental services; optometry services; physical therapy; diagnostic imaging services; laboratory services; and telemedicine, telehealth, telepharmacy, and teleradiology services.

3.1.2.4 dental health aide services and behavioral health aide/practitioner services, under the *Standards and Procedures* approved by IHS CHAPCB;

3.1.2.5 health promotion to individuals, families, and their communities; and

3.1.2.6 patient case management, including arranging for and providing emergency and routine patient transportation.

3.1.3 Community Health and EMS:

3.1.3.1 Community Health and Wellness: Provides information and education through radio talk shows, public service announcements, newspaper articles, a video lending library, information retrieval request service, school and group presentations, and other available means. Programs include nutrition; sexuality education; HIV/AIDS/STD; substance abuse (including inhalant abuse); nicotine control/cessation and research; diabetes prevention and control; health education and promotion services in the YKHC region, including community activity and wellness programs, sponsorship and direction of team sports, and providing a fitness center. Employees routinely travel to all surrounding villages in the Yukon-Kuskokwim Delta region to make presentations to and conduct classes for community groups and schools, as well as attend tribal gatherings and health fairs.

3.1.3.2 Injury Control and Emergency Medical Services (IC/EMS): Provides various levels of Injury Control training and EMS training including CPR, Emergency Trauma Technician, and Emergency Medical Technician. EMS also participates in runs with the local Volunteer Fire Department and provides coverage in the Yukon-Kuskokwim Delta Regional Hospital (YKDRH) Emergency Room. Provides physician medical directorship for the Bethel Fire Department, the Aniak Fire Department, and other rescue departments in the Delta. Provides and operates "Code Blue" rescue vehicles and equipment to the communities in the region, including Automatic External Defibrillators. Injury control: develops interventions or conducts intervention programs to address the leading causes of injury in the region, including Bicycle Rodeos, Car Seat Safety, ATV/Snow-Machine Rodeo, Summer Swim Program, Kids Don't Float, Smoke Detector Program, gun safety, and the sale of safety devices. Employees routinely travel to all surrounding villages in the Yukon-Kuskokwim Delta region to make presentations and conduct classes to community groups, emergency response teams, and schools.

3.1.3.3 HIV/Circle of Care Project: Provides testing, referrals, case management, data collection, and training and education.

3.1.4 Behavioral Health Services: Provides behavioral health services for Bethel and Villages in the Yukon-Kuskokwim Delta. These services are provided through Emergency Services, Village Services, Specialty Services, and Support components. A combination of practices is utilized throughout Behavioral Health Services, including a variety of western counseling methods and traditional modalities. The traditional modalities are based upon subsistence activities and are used as channels for mental and emotional healing. A variety of activities may be utilized including boating, camping, fishing, hunting, trapping, gathering foods, community gatherings, and meeting with elders.

3.1.4.1 Emergency Services: Provides inpatient, emergency room, and outpatient emergency substance abuse and mental health assessment and referral for treatment. Emergency services implements involuntary mental health and substance abuse commitment processes when deemed necessary. Emergency services offers case management services for clients with complex behavioral health needs, which include substance abuse and mental health services; the Crisis Respite Center and the Kuskokwim Emergency Youth Services (KEYS) provides residential diagnostic and treatment hospital diversion services for adults and children experiencing behavioral health crises in a twenty-four hour per day staff secure setting; emergency shelter in a twenty-four hour per day staff secure setting for children experiencing unsafe homes or behavioral health crises; and intensive case management, individual, family and group therapy and life management skills and psycho-social educational skills training.

3.1.4.2 Village Services: Provides outpatient mental health and substance abuse assessment, screening and treatment services, behavioral health wellness training, and community behavioral health assessment and prevention services delivered by paraprofessional, including behavioral health aide/practitioners and wellness counselors and professional staff, who may deliver services in a variety of settings, including, but not limited to, homes, schools, village clinics, and public safety offices. Village services also include support for subregional mental health and substance abuse programs. Such support includes providing back-up

emergency services, psychiatric services, direct patient assessment and care, and clinical supervision and monitoring of the staff of those programs.

3.1.4.3 Specialty Services: Offers specialized services, which include: psychiatric care; habilitation for clients who experience developmental disabilities; psychological testing; Fetal Alcohol Syndrome Disorder (FASD) diagnostics; FASD family support and life skills development; children's diagnostics; the Phillips Ayagnirvik Treatment Center, which provides adult residential substance abuse services; case management of individuals who have experienced conflict in the community because of substance abuse or other behavioral health issues; a Sobriety Center, which provides services for the protection of individuals impaired by alcohol and substance abuse; inhalant abuse treatment services; behavioral health residential services (including individual, family and group therapy, life management skills, and psychosocial education skills training); transitional and supportive living services and case management; therapeutic care homes for children; adult residential and rehabilitative services and case management; critical incident stress management and related training; grief counseling; and anger management and therapeutic court services, behavioral health-related services, and coordination with tribal programs designed to facilitate transitions resulting from incarceration and release. Intensive family preservation services are provided, as well as housing for the chronically mentally ill. Services for substance abusing women and their children are offered in a combination of residential and intensive outpatient services. YKHC also provides family-centered early intervention, assessments, and support for children at risk of or experiencing developmental delays.

3.1.4.4 Statewide Inhalant Treatment Services: Provides a statewide residential inhalant abuse treatment center for children and adolescents and their families, community and program development, education and prevention services, subsistence/cultural activities, and related services. To the extent funding is available, outpatient inhalant treatment services will be offered in communities across the State. Presentations and classes for community groups and schools are conducted in villages and communities throughout the Yukon-Kuskokwim Delta region and the State.

3.1.4.5 Child Residential Services: Provides child residential psychiatric treatment and other behavioral health-related services including, but not limited to, subsistence/cultural activities.

3.1.5 Home Care and Other Community-Based Services: Through a combination of western methods and traditional modalities, provides home care and other community-based services, including assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Delta who are unable to perform their activities of daily living on their own or when the families are unable to meet their needs. Home and Community-Based Services also provides palliative care and other end-of-life services, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities, and engages in planning and development of additional services. These services will be provided in accordance with Section 205(a)(2) of IHCIA, as amended 25 U.S.C. § 1621d.

3.1.6 Diabetes Prevention and Control Program: Implement and evaluate primary, secondary, and tertiary Diabetes prevention activities and care, including Mini grants for villages interested in organizing their own community health promotion projects such as gardens and community- and school-based health activities, One-Touch Management System, Staged Diabetes Management, Healthy Hearts curriculum, Diabetes Support Groups, school-based Healthy Lifestyle Curriculum, community-based Healthy Lifestyle Curriculum, and village-based diabetes care and community presentations delivered on an itinerant basis. The program also provides diabetes clinics, consults, screening, weight loss assistance, home visits and case management for diabetes patients and communities.

3.1.7 Other Health Services: Provides quality patient care achieved through maintaining qualified staff, necessary equipment, physical plant, and medical provisions required in the delivery of health care services.

3.1.7.1 Patient Care: Under a comprehensive Organizational Plan for Delivery of Patient Care, YKHC provides the following direct inpatient and outpatient health care services, including, but not limited to:

3.1.7.1.1 emergency and acute patient care;

3.1.7.1.2 chronic patient care, including chemotherapy and catheter placement;

3.1.7.1.3 twenty-four hour emergency services;

3.1.7.1.4 ambulatory care services;

3.1.7.1.5 specialty clinics;

3.1.7.1.6 optometry services;

3.1.7.1.7 inpatient and outpatient emergency and minor surgery; endoscopy services, dental surgery, and general surgeries;

3.1.7.1.8 labor and delivery services;

3.1.7.1.9 pre- and post-operative care;

3.1.7.1.10 anesthesia services;

3.1.7.1.11 maternal and child health services, including prenatal care, infant case management, teen outreach, family planning and newborn patient education, assistance in risk screening, coordination of prenatal care for women awaiting delivery at the YKDRH;

3.1.7.1.12 comprehensive services to victims of sexual assault;

3.1.7.1.13 clinical preceptorships, mentoring, shadowing, training, and supervision (directly and through telephonic and other telecommunication applications) for health care providers and students;

3.1.7.1.14 direct and contracted regional, statewide, medevac and transport services, including urgent and critical care air ambulance services to ensure timely patient access between villages, YKDRH, ANMC, and any other outside tertiary care center, as necessary, including contracted air ambulance services;

3.1.7.1.15 inpatient behavioral health evaluation, diagnosis, and treatment;

3.1.7.1.16 swing beds; aftercare; skilled nursing care services; medical, public health, and preventative services; and other long-term care and assisted living services, in accordance with Section 205 of IHCIA, as amended, 25 U.S.C. § 1621d;

3.1.7.1.17 inter- and intra-agency care and case management;

3.1.7.1.18 audiology services;

3.1.7.1.19 services in support of organ procurement and transplantation;

3.1.7.1.20 provides services to raise the dental health and lower the incidence of dental disease; and

3.1.7.1.21 may also provide other PSFAs to meet the objectives of Section 3 of the IHCIA, as amended.

3.1.7.2 Clinical Guidelines and Medical Informatics Services: Provides clinical standards to support clinical decision making and monitoring compliance.

3.1.7.3 Traditional Medicine: Emphasizes awareness, prevention, and knowledge in the areas of nutrition, physical health and spiritual health through traditional medicines and healing techniques. Includes counseling on healthy living practices, advice and application of traditional herbal and other natural remedies, maternal care and counseling, direct traditional medical treatment in coordination with existing western medicine services, and training of traditional healing practitioners. Traditional health care practices are subject to Section 831 of the IHCIA, as amended at 25 U.S.C. 1671.

3.1.7.4 Ancillary Services: Support, at sufficient levels, medical diagnosis and include, but are not limited to; telemedicine, telehealth, telepharmacy, teleradiology, physical therapy, respiratory therapy, diagnostic imaging, laboratory, pharmacy, social services, health information services, biomedical services, nutrition and dietetics services, environmental and incineration services, and medical supply and equipment distribution services, including durable medical equipment to patients.

3.1.7.5 Support Services: A complement of services required to support the provision of health services to the Yukon-Kuskokwim region may include, but is not limited to: interpreting and translation services; dietetics/nutrition services (including traditional subsistence foods); including services associated with health promotion and disease prevention events; plant operations and facilities management; housekeeping and linen services; security; human resources; administration and board support; central sterile supply; mailroom; patient and employee travel and travel management (to include airplanes, motor vehicles, boats, all terrain vehicles and other forms of transportation common to the Yukon-Kuskokwim region, including vehicles owned or leased by YKHC and privately owned vehicles); contract and property management; morgue services; telecommunications; financial management; including patient registration; billing, collection; coding and other business office functions; Medicare, Medicaid and other benefits enrollment services; and planning and implementation of an Electronic Health Records system. YKHC administers and manages federal and non-federal housing units for the benefit and support of YKHC health programs. When appropriate, YKHC enters into leases with public and private parties to obtain necessary housing and facilities.

3.1.7.6 Patient Hostel and Other Alternative Housing: Provides temporary housing for YKHC clients and their families to facilitate access to care, including prematernal residential care.

3.1.7.7 Health Services Training: Provides health services training (including clinical preceptorships, mentoring, shadowing, training, and supervision of health care providers) through offering sites for medical residents and other individuals obtaining training in the health professions, including behavioral and dental professions.

3.1.8 Health Education and Nutrition Services for Women, Young Children and Infants: services to inform, educate, motivate, and support individuals and families to adopt and maintain healthy lifestyles, including FAS/FAE and nutrition education, supplemental food, counseling, and other services for women, young children, and infants who are at nutritional risk.

3.1.9 Immunization Services. Provides immunization services in accordance with Federal, State, and local requirements.

3.1.10 Public Health, Epidemiology, and Research: Directly and/or indirectly through ANTHC, including its Epidemiology Center.[2] YKHC carries out public health, epidemiology and health research functions, and human subjects research functions and activities. These activities include, but are not limited to:

3.1.10.1 collecting and receiving personally identifiable health information for the purpose of:

3.1.10.1.1 preventing or controlling disease, injury, or disability; and

3.1.10.1.2 reporting disease, injury, and vital events such as birth and death; and

3.1.10.2 conducting public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.2 Board of Directors. The tribally-elected Board provides policy and direction for YKHC for the benefit of the 58 Federally-recognized Tribes in the Yukon-Kuskokwim Delta.

3.3 Administrative Services. Develops, interprets, coordinates, and administers the organization's policies on finance, accounting, payroll, insurance, data processing, internal controls, auditing, materiel management, legal, corporate compliance, and human resources.

3.3.1 Human Resources:

3.3.1.1 Generally: Provides personnel services, including staffing (recruitment and retention), job classification, pay and benefits administration, training and development, employee relations, human resources information systems, and Native hire.

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[2] The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

3.3.1.2 Area Health Education: Provides, manages, and tracks training and development to increase the knowledge and skills of current and future employees through training, career pathways, staff development, management and leadership training, post-secondary education, student outreach, and other health provider training provided directly and with other support.

3.3.2 Materiel Management and Purchasing: Provides materiel management for the acquisition, storage, and distribution of supplies and equipment.

3.3.3 Finance: Performs accounting and statistical records, payroll, accounts payable, grant requests and administration, and other finance activities, and coordinates reimbursement, budgeting and forecasting programs, cash management, and annual third-party audits.

3.3.4 Technology/Telecommunication Services: Directs, coordinates, and executes telecommunications, telephone and PBX, data processing, Help Desk support, Switchboard, training and education, network and information management for operations of YKHC; provides maintenance, inventory, and equipment repair; and coordinates regional and statewide efforts for telemedicine, telehealth, telepharmacy, and teleradiology services.

3.3.5 Administrative Support Services: Provides services including, but not limited to, Community Relations, Quality Improvement, Risk Management, Safety, Security Services, Infection Control, and Employee Health.

3.3.6 Office of the President and CEO: Manages the affairs and property of YKHC in accordance with direction from the Native peoples of the Yukon-Kuskokwim Region acting through the Board of Directors. This office includes the Vice-President for Health Services, Vice-President for Support Services, Chief Financial Officer, Office of the Medical Director, and the Office of General Counsel. This office establishes the philosophy, nature, and scope of services for the Yukon-Kuskokwim Health Corporation. In addition, this office improves health care delivery in the region by seeking input from the villages and by providing technical analysis of health care policy issues on a regional, statewide, and national basis. Functions as liaison with local, regional, State, and national entities to address legislative issues, grants, contracts, funding, and planning. Develops and monitors public relations strategies and facilitates planning as appropriate. This office oversees and coordinates administrative departments for the efficient and effective operation of YKHC.

3.3.7 Public Relations: Provides technical assistance and support to Tribes to enhance development and expansion of grants available to member Tribes and YKHC programs. Also provides research and planning, grant writing, media services, internet-based information sharing, videography, audio, monthly and annual reports to the people, and coordination of the annual Tribal Gathering.

3.3.8 Office of Environmental Health and Engineering:

3.3.8.1 Generally: Provides broad, comprehensive environmental health services to facilities that are operated by Alaska Native Tribes and tribal organizations and to entities that primarily serve Alaska Natives, including, but not limited to, management of hazardous waste materials, industrial hygiene, sanitarians, solid waste recycling, zoonotic services, the tribal-federal rural utility cooperative, regional laboratory to receive and ship specimens from the natural environment for testing of disease, and related services.

3.3.8.2 Sanitary Systems: Provides operations, maintenance, educational and technical assistance, consultative services, informational surveys and specialized training activities to communities on water and sewer systems, solid waste disposal systems and related services.

3.3.9 Facility Management and Planning: Provides assistance, planning, design, engineering, management, and general contracting for construction, demolition, and clean-up, maintenance, and operation of all facilities and properties used by YKHC under this Funding Agreement, including both federal facilities and those leased or owned by YKHC. YKHC assumes, under section 509 of the Act [25 U.S.C. § 458aaa-8], all Federal responsibilities under the NEPA of 1969 [42 U.S.C. § 470 et seq.] and the National Historic Preservation Act [16 U.S.C. § 470 et seq.] and related provision of law that would apply if the Secretary were to undertake a construction project, but only those responsibilities directly related to the completion of the construction project being assumed. These facilities include all administrative and program facilities, YKDRH, subregional clinics, Village Built Clinics, residential treatment facilities, employee housing (including new quarters for employees) being constructed under project construction agreements entered into with IHS outside this Funding Agreement in YKHC's service area, and the Kasayuli Subdivision development. The Village Built Clinic lease program is also managed by this program director. This program also provides technical assistance and construction related services. In addition, this program includes conduct of a study of opportunities that might exist to achieve efficiencies in operation of water and sewer utilities throughout the regions, such as the Rural Utility Cooperative.

YKHC will submit to AANHS a Project Summary Document (PSD) or Program Justification Document (PJD), as appropriate, for any project in a federally-owned facility for construction, renovation, or acquisition of space: for projects started before October 1, 2005, costing more than $25,000, including non-IHS funds, and for projects started on or after October 1, 2005, $100,000, including non-IHS funds. For projects that require additional funds from IHS, YKHC may proceed with the project only after receipt of approval of the PSD or PJD from IHS. YKHC will report to IHS information required for maintenance of the IHS real property system.

3.3.10 Legal: Provides legal advice and representation to YKHC; supervises and coordinates outside counsel activity. This office oversees and coordinates administrative departments for the efficient and effective operation of YKHC, including, but not limited to, Quality Improvement/Risk Management and Safety, Security Services, and Switchboard.

3.3.11 Corporate Compliance: Provides corporate-wide compliance activities including, but not limited to, training, consultation, auditing, and monitoring, designed to assure

adherence to all Federal, State, local, and external regulatory requirements. This office oversees and coordinates the Privacy Program, implementation of the Code of Conduct, and corporate initiatives in response to changes in the regulatory environment.

3.4 Other Programs/Services Funded. This Funding Agreement includes programs, functions, services, and activities resulting from tribal redesign or consolidation, reallocation, or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services, and activities that may be included in the funding agreement pursuant to section 505 of Title V and Article III, Section 6 [Consolidating with Other Programs] of the Compact. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal year.

3.5 Federal Tort Claims Act. The Federal Tort Claims Act applies to YKHC's PSFAs under this Funding Agreement, as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512) and Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact. The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. §§ 900.180-900.210.

3.6 Non-IHS Funding. YKHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Sections 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the Compact, non-IHS funds will be added to or merged with funds provided by IHS through this Funding Agreement.

3.7 Tribal Facilities and Locations. YKHC operates the programs described in this Funding Agreement out of more than one facility or location. These include, but are not limited to, the facilities and locations listed in Appendix E, which will be submitted prior to the effective date of this Funding Agreement and will be incorporated by reference herein. The Area Division of Planning, Evaluation, and Health Statistics shall compile from this Appendix a list of all health facilities and locations identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the Indian Health Service (December 19, 1996).

3.8 Payer of Last Resort. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148 [25 U.S.C. § 1623(b)], and as otherwise provided in law, YKHC shall be the payer of last resort.

Section 4 – Amounts Available During the Term of the Funding Agreement.

4.1 Generally. The following amounts are available to YKHC in Fiscal Years 2015–2017 pursuant to the Compact and Title V of the Act, and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of the Act.[3]

	Annual Funding
Recurring base: Inclusive of all recurring funding, including recurring contract support funds.[4]	$46,708,826
Non-Recurring Funding: Inclusive of non-recurring contract support funds and such other funding which may be added to the contract.[5]	$18,465,119
Subtotal: (This amount is subject to amendments in accordance with Section 12 [Amendment or Modification of this Funding Agreement]).	$65,173,945
Area "Tribal" Share to include funding identified from Area Office and identified in Appendix A to this Funding Agreement.[6]	$2,276,939
Headquarters - Tribal Share: "Tribal Size Adjustment Pool," including all funds identified in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.[7]	$1,571,880
Headquarters -Tribal Share: "program formula pool" - to	$34,070

[3] A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. For FY 2009, the identified funds include only the amounts distributed in FY 2006 to YKHC through Amendment 6 dated June 14, 2006. These amounts are subject to change under the Act and as provided in this Funding Agreement. For other fiscal years to which this Funding Agreement is applicable, a replacement Appendix A will be negotiated between IHS and YKHC for the respective year and amended to this Funding Agreement and incorporated by reference, accordingly.

[4] A breakout of these funds is shown in Appendix A. *See* Footnote 3. The Village Built Clinic Leasing Program Funds are included in line 1 on page 6 of Appendix A and were reduced in FY 97 by the amounts of $37,433 for Akiachak Native Community and $36,307 for Kwinhagak for direct contracting.

[5] A breakout of these funds is shown in Appendix A. *See* Footnote 3. This amount represents indirect contract support.

[6] Funds from Area were distributed according to methodologies agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodologies are identified in Appendix A. YKHC's total share of $2,276,939 was reduced by $6,556, which was transferred to the Akiachak Native Community.

[7] Headquarters shares were allocated according to the following process, which was adopted in a caucus open to all Alaska Tribes and tribal organizations. The Alaska Area Tribal Share of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal Share was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A. YKHC's total share of $1,565,950 was reduced by $1,629, which was transferred to the Akiachak Native Community. In addition to the annual funding amount, YKHC is entitled to Headquarters' tribal shares in an amount of $202,344, which is identified as "Subtotal Headquarters TS Amounts" on page 1 of Appendix A, which has been restricted. *See* Appendix A for detail.

	Annual Funding
include all funds identified in Appendix A, and such additional funds which IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A. The amount identified is exclusive of funds for which a distribution amount has not been determined. The final amount due shall be determined as set forth in this Funding Agreement or Appendix A.	
Subtotal - Tribal Shares[8]	**$1,565,950**
TOTAL COMPACT FUNDING[9]	**$66,739,895**

These amounts are subject to additions for reimbursements and Quarters Return Funds and for new funds received during the term of this Funding Agreement, including amounts that have historically been distributed as non-recurring funds under Title I of the Act or under previous Funding Agreements. Any amounts remaining unspent under Contract No. 243-89-0001, or previous Funding Agreements, after adjustment and reconciliation of the withheld amounts for IPA/MOA, supplies, and services, as of the last day of the previous fiscal year, shall be included in this Funding Agreement.

Of the amount shown above for Headquarters Tribal Share "Program Formula," $341,086 is for Equipment Replacement; the Equipment Replacement amount paid as part of the lump sum due YKHC was determined by multiplying the FY 2015 Equipment Replacement amount paid to YKHC by 90%. The final Equipment amount paid in FY 2017 will be based on the final FY 2017 Equipment Replacement allocation. If the final Equipment Replacement amount, as determined by the final FY 2017 Equipment Replacement allocation, is less than the 90% calculation, YKHC will return the difference to IHS. *See also* Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes $1,478,445 that YKHC received, recurring in FY 2006 in Congressionally-earmarked alcohol funds for the Tundra Swan Inhalant Abuse Center. Such Funds are subject to "Adjustments Due to Congressional Actions," as described in Section 6, as well as any conditions on those funds that may be described in the FYs 2015, 2016, and/or 2017 Interior Appropriations Act (Act) or Congressional Reports, as applicable. After the Act is passes into law, such conditions, including Congressionally directed reporting requirements, will be added by amendment not requiring YKHC's signature as described in Section 12 [Amendment or Modification of this Funding Agreement].

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[8] The subtotal of tribal shares does not include certain Headquarters' tribal shares for which the amount or availability has not been determined. This amount will be adjusted to make available all tribal shares for which YKHC is eligible.

[9] For the reasons noted regarding the amounts that make up this total and because full funding amounts for under the previous year's Funding Agreement have not been fully identified or reconciled as of the time this Funding Agreement is being executed, all amounts to be paid in the fiscal year for this Funding Agreement are estimates and are subject to amendment to reflect the full amount due for this fiscal year.

Of the amount shown above for non-recurring program funds, $960,249 is for Routine Maintenance and Improvement (M&I); the Routine M&I amount paid as part of the lump sum due YKHC was determined by multiplying the FY 2015 Routine M&I amount paid to the Co-Signer by 90%. The final Routine M&I amount paid in FY 2017 will be based on the final FY 2017 Routine M&I Allocation. If the final Routine M&I amount, as determined by the final FY 2017 Routine M&I Allocation is less than the 90% calculation, YKHC will return the difference to IHS. See also Appendix A, footnote to line 19 on page 6.

In addition to the recurring base amount identified, YKHC shall receive increases to its recurring base for lease increases based on additional square feet or other factors on the same basis and priority as any other clinic leases, whether directly managed by IHS or by other contractors or compactors. Additional clinic leases in the YKHC service area shall be considered for funding on the same basis and priority as any other clinic leases, whether directly managed by IHS or by other contractors or compactors. Such increases shall be additions to the recurring base. YKHC shall have access to any reserve funds for new clinic leases, emergencies, or any other historical or new use of this fund, and shall receive supplemental or end of year distributions on the same basis and priority as any other clinic leases, whether directly managed by IHS or by other compactors or contractors. YKHC shall receive an equitable share of any support for the Village Built Clinic program.

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through IHS may be added to YKHC's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add YKHC's diabetes grant(s) and any other statutorily mandated grant(s) administered by the Department through IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to YKHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. YKHC will use interest earned on such funds to enhance the purposes of the grant, including allowable administrative costs. YKHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 450j-1 and §458aaa-7(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the FY covered by this agreement, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 450j-1, is $22,447,834, including $5,284,049 for direct CSC and $17,163,785 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 450j-1, and, to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3 (approved Apr. 6, 2007). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC

requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, IHS and Co-Signers agreed to extend the three year (FY 1998–FY 2000) base budgets implemented for the Compact for an additional two years (FY 2001–FY 2002). IHS and YKHC have subsequently agreed to additional extensions through FY 2017. IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below:

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts[10]	FY 1997	FY 2017
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 [Due to Congressional Actions]. Adjustments shall also be permitted for the addition of new Co-Signers to the Compact and when current Co-Signers add or retrocede PSFAs, as provided in Section 12.3 [Due to Addition of New Programs].[11] Adjustments also shall be permitted when Co-Signer(s) chooses to restrict or unrestrict previously "restricted" or "unrestricted" categories, provided that restrictions shall be changed only during annual negotiations. YKHC also shall be eligible for funding for new services, service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs, and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribes joins or withdraws from a tribal consortium shall also be permitted, as provided under Section 6.2 [Due to Tribal Contracting or Compacting by Authorizing Tribes]. Co-Signers shall also remain eligible for the distribution of additional tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

Section 5 – Method of Payment.

[10] Compact base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

[11] This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

5.1 Payment Schedule. Except as provided in subsections 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this section, all funds identified in Section 4 [Amounts Available During the Term of the Funding Agreement] of this Funding Agreement shall be paid to YKHC, in accordance with Article II, Section 4 (a) [Payment Schedule] of the compact; payment to YKHC to be made as follows:

One annual payment in lump sum to be made annually in advance by check or wire transfer.

5.2 Availability of Tribal Shares. YKHC will be paid 100 percent of negotiated Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this Funding Agreement.

5.3 Buyback/Withhold. YKHC may carry out its responsibility to provide certain PSFAs included in this Funding Agreement by using services or other resources of the Federal government under Article V, Section 22 [Purchases from IHS] of the Compact, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be made available to YKHC are set forth in the Buyback/Withhold Agreement between IHS and YKHC, which is attached as Appendix D to this Funding Agreement and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2015 shall be .20 percent. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of IHS or any Co-Signer, such Buyback Agreement will be negotiated for future fiscal years annually during negotiation of this Funding Agreement.[12]

5.4 Periodic Payments. Payment of funds otherwise due to YKHC under this Funding Agreement, which are added or identified after the initial payment is made, shall be made promptly upon request of YKHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this Funding Agreement recognize that the total amount of the funding in this Funding Agreement is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to YKHC in this Funding Agreement shall be adjusted as necessary, after YKHC has been notified of such pending action and subject to any rights which the Co-Signer may have under this Funding Agreement, the Compact, or the law.

6.2 Due to Tribal Contracting or Compacting by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs, (or portions thereof) under a contract or Funding Agreement pursuant to the Act, adjustment to funding amounts and responsibilities of YKHC under this Funding Agreement will be negotiated.

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[12] YKHC will buyback only IPA/MOA services since it manages its own Village Built Clinic Leasing program with funds compacted first in FY 97.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated, or maintained by YKHC shall not be treated as Federal records under Chapter 5 of Title 5 of the United States Code, except that:

7.1.1 patient medical records, financial records, and personnel records may be disclosed only in accordance with 5 U.S.C. Section 552a(b) and

7.1.2 pursuant to Section 105(o) of Title I, the medical records generated by YKHC shall, at the option of YKHC be stored with the National Archives and Records Administration, and YKHC shall have access to such records.

7.2 Confidentiality Standards. YKHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162 and 164. If a record is not subject to HIPAA, YKHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

Section 8 – Program Rules. YKHC will make a best effort to carry out the health PSFAs in this Funding Agreement in compliance only with:

> Joint Commission (formerly known as JCAHO) Standards for Hospitals and Ambulatory Care Facilities, as applicable; Community Health Aide/Practitioner certification standards; and the YKHC Divisional Service Delivery Plans.

Except as specifically set forth in this section, pursuant to Section 517(e) of Title V, YKHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Program Reporting Requirements

9.1 Federally-Owned Real Property. For all property assets, including facilities, managed by YKHC under this Funding Agreement that are federally owned, YKHC agrees to assist IHS with its reporting requirements associated with Federal ownership of this property.

9.1.1 IHS must keep its facility condition assessment current (i.e., not more than five years old). YKHC agrees to collaborate with ANTHC on scheduling and conducting facility condition assessment surveys for federally-owned facilities under YKHC management. The costs of these surveys will be estimated in concert with the ANTHC Maintenance and Improvement Resource Allocation Committee (MIRAC).

9.1.2 IHS must identify historic real property assets and ensure that the information is current. AANHS is currently working with a contractor to assess IHS real property holdings in Alaska. YKHC agrees to provide reasonable access to facilities YKHC manages. IHS will provide YKHC with a copy of the draft assessment and consider any comments YKHC may submit.

9.1.3 IHS must keep an accurate and current inventory of real property assets. YKHC agrees to provide the certification form included in appendix F-1 - Certification for New/Replaced/Added Space annually to AANHS for any new, replaced, or added space to a federally-owned facility, or other changes in space utilization.

9.1.4 IHS must report Energy Data for federal facilities. YKHC agrees to submit to ANTHC (DEHE) energy data, as specified in Appendix F-2 - Energy Report.

9.1.5 For projects started before October 1, 2005, IHS must report all capital improvements made to federal facilities which exceed $25,000. For projects started on or after October 1, 2005, IHS must report all capital improvements made to federal facilities which exceed $100,000. YKHC agrees to provide a Final Real Property closeout Report (specified in Appendix F-3 – Final Real Property Closeout and Interim Real Property Status Report) to ANTHC DEHE on each project within 120 days of its beneficial use of the facility or an interim report using Appendix F-3 – Final Real Property Closeout and Interim Real Property Status Report without the Chief Financial Officer certification if the project is not completed for beneficial use. YKHC agrees to provide the applicable report by March 31st of each fiscal year.

9.1.6 The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless YKHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. § 137.285-312, IHS must carry out these responsibilities and has elected to utilize Appendix G. Where YKHC plans to undertake an action, as described in Appendix G, on IHS owned real property or utilizing IHS funds received through this Funding Agreement and YKHC has not assumed these responsibilities, YKHC will provide IHS with a Project Summary Document (see Appendix F-4) and a completed Environmental Information and Documentation Form (see Appendix F-5) so that IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by YKHC until IHS completes its compliance responsibilities and so advises YKHC with a Determination Document). Pending resource availability, IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

9.1.7 IHS must report on vendor's activity on federally owned or leased property. YKHC agrees to comply with 20 U.S.C. § 107 relating to the operation of vending facilities on federal property by blind persons.

9.1.8 When planning to fund a construction project using non-IHS funds in a federal facility or on federally owned land YKHC will notify IHS AANHS in order to initiate the approval process.

9.2 Leases. IHS must report on its federally leased facilities. YKHC agrees to notify AANHS of changes in occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where YKHC has bought back services from IHS. IHS will annually, or upon renegotiation, provide to YKHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to YKHC. In administering these leases, IHS will work with YKHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.3 Maintenance and Improvement Funds. YKHC agrees to use maintenance and improvement funds received through this Funding Agreement in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Acts for FYs 2015, 2016, and 2017 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Retrocession and Discontinuance.

10.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date of a retrocession request of the Compact and Funding Agreement, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and IHS.

10.2 Discontinuance. YKHC may discontinue its participation in the Compact after written notice to each authorizing Tribe or Village and IHS. Notice must be provided one year in advance of the effective date of the request, except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and IHS.

10.3 – Withdrawal Procedures.

10.3.1 Process. Unless otherwise prohibited by law and in accordance with Section 506(g) of Title V of the Act, a Tribe or tribal organization may withdraw from a participating tribal organization, fully or partially, any program, function, service, or activity (or portions thereof) included in the Compact or Funding Agreement, and such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on –

10.3.1.1 the earlier of

10.3.1.1.1 one year from the date of submission of such request; or

10.3.1.1.2 the date on which the Funding Agreement expires; or

10.3.1.2 such date as may be mutually agreed by the Secretary, by the Indian Tribe or tribal organization that is withdrawing, and by the tribal organization that has signed the Compact and Funding Agreement on behalf of the withdrawing Indian Tribe or tribal organization.

10.3.2 Distribution of Funds. In accordance with Section 503(b) and 506(g) of the Act, when a Tribe proposing to enter into a contract under Title I or a compact and Funding Agreement under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those programs, functions, services, or activities (or portions thereof) which it will be carrying out under its own contract or compact and Funding Agreement, and such funds shall be removed from the Funding Agreement of the tribal organization and awarded to the Tribe upon approval of a Title I contract or Title V compact and Funding Agreement. IHS shall retain any funds removed, but not awarded in a Title I contract or Title V compact and Funding Agreement.

Section 11 – Consolidation of Contracts and Previous Funding Agreements. The contracts listed below and all previous Annual Funding Agreements shall be amended or terminated, as appropriate, to transfer applicable contract funds into this Funding Agreement for programs, activities, functions, services, materials, and facilities provided to the Tribes represented by YKHC.

Contract No. 243-89-0001.

Section 12 – Amendment or Modification of this Funding Agreement.

12.1 Form of Amendments. Except as otherwise provided by this Funding Agreement, the Compact, or by law, any modifications of this Funding Agreement shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through YKHC, as authorized by resolution, the Yukon-Kuskokwim Health Corporation, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this Funding Agreement shall not be required.

12.2 Services from IHS. Should YKHC determine that it wishes IHS to provide programs, services, functions, or activities included in this Funding Agreement for which funding has been identified but not provided, the parties shall negotiate an amendment to the Funding Agreement to reflect the transfer of responsibilities from YKHC back to IHS, and the pro-rata share of funding for that program, service, function, or activity shall be retained by IHS. Unless otherwise negotiated, IHS will not transfer centrally-paid expenses including, but not limited to Workers Compensation to any Co-Signer.

12.3 Due to Addition of New Programs. Should YKHC determine that it wishes to provide a program, service, function or activity of IHS not included in this Funding Agreement, YKHC shall submit a proposal to IHS to provide such program, service, function, or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, YKHC may submit a final offer in accordance with Title V procedures set forth in Section 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request

for amendment to the Funding Agreement and, once approved by IHS, the Alaska Area Office shall prepare, within 30 days, an amendment to this Funding Agreement and the amendment shall be executed through the Area Office and added to this Funding Agreement.

12.4 Due to Availability of Additional Funding. YKHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements, and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Alaska Tribal Health Compact and this Funding Agreement, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non-recurring funds, and this Funding Agreement shall be amended to provide for timely payment of such new funds to YKHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with YKHC.

12.5 Other Adjustments. Upon written authorization by YKHC and agreed to by IHS, IHS may reallocate funds retained by IHS, which are obligated to YKHC for the purpose of reimbursing IHS for services or equipment provided to YKHC, to assist YKHC in carrying out the terms of the Compact and this Funding Agreement.

12.6 General Procedures for Amending or Modifying this Funding Agreement. Amendments or modification proposed by YKHC shall be submitted in writing to the IHS, Alaska Area Director with a copy to the Office of Tribal Self-Governance at IHS Headquarters. Except as provided with respect to the incorporation of a provision of Title I of the Act under Article V, Section 21 [Applicability of Title I Provisions] of the Compact, or as provided above in paragraphs 12.4 [Due to Availability of Additional Funding] and 12.7 [Funding Increases] of this section, a request to amend or modify this Funding Agreement submitted by YKHC shall be processed in accordance with Section 507(b)-(d) of Title V of the Act, and all provisions of those identified sub-sections are incorporated herein for this purpose.

12.7 Funding Increases.

12.7.1 Written consent of YKHC shall only be required for issuing amendments for those funds which:

12.7.1.1 require a change to Section 3 [Tribal Programs and Budget];

12.7.1.2 require a specific commitment by YKHC (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

12.7.1.3 reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

12.7.2 Amendments not requiring written consent may include, but are not limited to:

12.7.2.1 Program/Area/HQ Mandatories;

12.7.2.2 Program/Area/HQ End-of-Year Distributions;

12.7.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, YKHC will return the unused amount to the IHS CHEF account;

12.7.2.4 CHS Deferred Services;

12.7.2.5 Routine Maintenance & Improvement; or

12.7.2.6 Collections and reimbursements.

12.7.3 Amendments reflecting payment of these funds shall be provided to YKHC after any such funds are added to the Funding Agreement. YKHC retains the right to reject the addition of such funds to the Funding Agreement and return the funds to IHS.

Section 13 – Third Party Recoveries. Any funds recovered by YKHC through filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by YKHC, or for such services previously provided by IHS in a PSFA now operated by YKHC, shall be the property of YKHC and shall be considered program income to be utilized by YKHC as provided in Article III, Section 7 [Program Income] of ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of ATHC.

Section 14 – Memorandum of Agreement with Member Villages. Funds provided under this Funding Agreement may be allocated to and expended by an Alaska Native Village (Village) which is a party to this Funding Agreement in accordance with the terms of the Compact, this Funding Agreement, and a Memorandum of Agreement (MOA) approved by YKHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by YKHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the Alaska Area Native Health Service Director. YKHC shall be responsible for assuring compliance by the Village with the Compact, this Funding Agreement, and the MOA.

Section 15 – Service to Non-Beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law" 25 U.S.C. § 1680c(b)(1)(B). The YKHC Board of Directors has made such determination consistent with Section 813 and provides for its findings in Resolution No. 11-06-01, Resolution 11-06-01 is attached as Appendix B and incorporated by reference herein. YKHC may provide services under this Funding Agreement to non-beneficiaries as described in Resolution No. 11-06-01. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 16 – Memorializing Disputes. The parties to this Funding Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V or, at YKHC's option, may be set forth in an attachment to this Funding Agreement, which shall be identified as Addendum 3, "Memorialization of Matters Remaining in Dispute." This addendum shall not be considered a part of this Funding Agreement, but is attached for the purpose of recording matters in dispute for future reference, discussion, and resolution, as appropriate. YKHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 17 – Severability.

This Funding Agreement shall not be considered invalid, void, or voidable if any section or provision of this Funding Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise, or delete any such invalid, unlawful, or unenforceable sections or provision, in accordance with the provisions of the Compact.

Section 18 – Title I Provisions Applicable to This Funding Agreement. As authorized in 25 U.S.C. § 458aaa-15(b), YKHC exercises its option to include the following provisions of Title I of the Act as part of this Funding Agreement, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

18.1. 25 U.S.C. § 450b(e) (definition of "Indian Tribe");
18.2. 25 U.S.C. § 450h(b) (related to grants for health facility construction and planning, training, and evaluation);
18.3. 25 U.S.C. § 450h(d)(1) (related to duty of IHS to provide technical assistance);
18.4. 25 U.S.C. § 450j(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
18.5. 25 U.S.C. § 450k(b), (conflicting provisions of law);
18.6. 25 U.S.C. § 450l(c), section 1(b)(8)(F) (screener identification);
18.7. 25 U.S.C. § 450l(c), section 1(b)(9) (availability of funds);
18.8. 25 U.S.C. § 450l(c), section 1(d)(1)(B) (construction of contract);
18.9. 25 U.S.C. § 450l(c), section 1(d)(2) (good faith).

Section 19 – Effective Date and Duration. This Funding Agreement became effective on October 1, 2014, and will remain in effect through the 2017 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the Compact.

United States of America
Secretary of Department of Health and Human Services

By: _____
Director, Indian Health Service

Date: 11/30/17

Yukon-Kuskokwim Health Corporation on Behalf of Itself and Certain Alaska Native Tribes, Identified in Exhibit A of the Compact.

By: _____
Esai Twitchell, Jr.
Chairman of the Board

Date: 4/20/17

By: _____
Dan Winkleman, President

Date: 4/20/17

Yukon Kuskokwim Health Corporation

Appendix A - Financial Summary Tribal Shares Funding Agreement - FY 2015

Tribal Share Summary Yukon Kuskokwim Health Corporatio	Total FY 2015 egotiated Amount	YKHC Restricted	Total Due YKHC	Initial Lump Sum Payment
Area TS Amount	$2,276,939	$0	$2,276,939	$2,276,939
	0		0	0
Subtotal Area TS Amount	$2,276,939	$0	$2,276,939	$2,276,939
Headquarters TSA Amount	$1,734,223	$202,344	$1,531,880	$1,531,880
Headquarters Other Program Formula (O	$34,070	$0	$34,070	$34,070
Subtotal Headquarters TS amounts	$1,768,293	$202,344	$1,565,950	$1,565,950
Total Tribal Shares	$4,045,233	$202,344	$3,842,889	$3,842,889

YKHC Notes: The totals above include amounts due to Akiachak for area and headquarters tribal shares. (See line 36 page 7)

Driving Variables Yukon Kuskokwim Health Corporatio	FY 2015
Population (2010 Census AN/AI popul	22216
Tribes (Federally Recognized Tribes)	58
Recurring Base - FY 2013 (less VBC)	$44,992,986
Percentage of Total Area TS (of all Ala	17.82851%
Percentage of ATHC (of all Title V Ala	18.04951%
Number of MOA employees	8
Number of IPA employees	0

Individually Restricted Items Yukon Kuskokwim Health Corporation	FY 201
Area Office (Individual Restricted Only)	
Supply Service Center	NO
Emergency Medical Services	NO
Village Clinic Leasing Management	NO
Headquarters (ATHC Restricted Only)	
ACOG	YES
OIT - Negotiated Alaska Plan	YES
Clinical Sup. Ctr. (Inc. CME Cert.)	YES

Appendix A - Financial Summary for Funding Agreement-Area Tribal Shares
Yukon Kuskokwim Health Corporation

Line #	Budget Activity/Service	Total Area FY2015 Budget	Residual Amount	ATHC restricted		Total AO Tribal Shares	YKHC AK Dist.	YKHC Retained	YKHC Total TS Due
				Trans. Fed.	ANTHC				
nn	*1044*	*(Column 1)*	*(Column 2)*	*(Column 3)*	*(Column 4)*	*(Column 5)*	*(Column 6)*	*(Column 7)*	*(Column 8)*
1	TRIBAL SHARE FUNDS	$11,260,350	$0		$0	$11,260,350	$2,007,553		$2,007,553
2									
3	AREA OFFICE PFSAs (excluding OEHE)								
4	Area Office PFSA's	$4,028,572	$2,283,091	$676,132	$1,069,349	$0	$0		$0
5	Lease Costs-	$1,655,763	$185,820	$191,716	$1,278,227	$0	$0		$0
5a	Space Costs- negotiations	$19,000	$0	$19,000					
6	Area Director's Reserve	$95,000	$0	$95,000	$0	$0	$0		$0
7	Headquarters Assessments	$488,763	$54,720	$230,375	$203,668	$0	$0		$0
8	Human Resources	$848,841	$210,962	$355,711	$282,168	$0	$0		$0
9	Human Resources (ANMC) fu	$0	$0	$0	$0	$0	$0		$0
10	Area PFSA transferred to ANTI	$3,028,546	$0	$0	$3,028,546	$0	$0		$0
11	CHC Reserve	$1,555,064	$0	$0	$1,555,064	$0	$0		$0
12	Area Managed Care	$723,423	$0	$0	$723,423	$0	$0		$0
13	ANHB (inc. tobacco funds)	$389,983	$0	$0	$389,983	$0	$0		$0
14	Supply Service Center	$853,749	$0	$0	$335,598	$518,151	$92,379	$0	$92,379
15	Epidemiologists	$196,885	$0	$0	$0	$196,885	$35,102		$35,102
16	EMS program at ANMC	$195,140	$0		$0	$195,140	$34,791	*$0*	$34,791
17	Centers for Disease Control	$282,902	$0	$0	$282,902	$0	$0		$0
18	Subtotal Area PFSAs (ex. OEHI	$14,361,631	$2,734,593	$1,567,934	$9,148,927	$910,177	$162,271	$0	$162,271
19									
20	OFFICE OF ENVIRONMENTAL HEALTH AND DESIGN								
21	Office of Envir. Hlth and Eng.-.	$5,900,494	$244,466		$5,127,476	$528,552	$94,233		$94,233
22	Real Property/Realty (FSA)	$145,748	$92,682		$14,547	$38,519	$6,867	$0	$6,867
23	Health Facilities/Main./ Spec. P	$1,364,611	$114,204		$1,216,669	$33,738	$6,015		$6,015
24	Subtotal OEHE	$7,410,853	$451,352	$0	$6,358,692	$600,809	$107,115	$0	$107,115
25	**TOTAL AREA OFFICE**	$33,032,833	$3,185,945	$1,567,934	$15,507,619	$12,771,335	$2,276,939	$0	$2,276,939

General Notes on Alaska Area Office Tribal Shares

Column 1 - Includes all FY14 changes allocated to TS, Residual, & Transitional as of 8.25.14. In FY 2015 TS changes will be added as received.

Column 2 - Residual includes no changes in residual functions. Based on FY2015 Area proposed residual budgets.
Remaining funds at 9/30 distributed (Non-Recurring) to all Alaska Area health programs based on recurring base.

Column 3 - Transitional funds agreed by co-signers to remain at Area Office. Based on FY2015 proposed transitional budget.

Column 4 - Restricted by all co-signers & transferred to the ANTHC to provide "Area PSFAs" .

Column 5 - Includes Area TS for all Alaska Tribes, including Title I & Title V. FY15 mandatories to be added if received.

Column 6 - Available Tribal shares for Co-Signer (amounts for ANTHC include pass-through to awardees with shares captured by Sec. 325).
Distributed by the approved ATHC methodology of - 30% # of Tribes / 35% 2010 Census Pop. / 35% Rec. Base (less VBC).

Column 7 - Items restricted by individual co-signer to pay for continued services from ANTHC. (Restricted amounts are added to ANTHC FA.)

Column 8 - The agreed upon amount due (col. 6 - col. 7) to the co-signer after all retained shares are withheld.

Line 1 - All TS funds for non-OEHE Area Office PSFAs except where co-signers have individually decided to retain certain PSFAs at the ANTHC or AANHS.

Line 5 - Lease on Inuit Building.

Line 5a - $20,000 (less sequester) from transitional funding held by IHS to rent space for annual negotiations. Funds transferred to ANTHC upon confirmation of space :

Line 7 - Centrally paid expenses, including personnel & finance support for Area positions, costs & funds for departmental assessments.

Line 8 - Area Human Resources functions (previously Office of Personnel & Training).

Line 9 - Funding originally from ANMC - have been returned to SCF/ANTHC as IPA/MOAs were reduced.

Line 10 - Includes funding for Area PSFAs transferred to ANTHC under Section 325.

Line 11 - Funds to ANTHC to support the statewide Contract Health Services reserve program.

Line 12 - Funds to ANTHC to support specialized services in Barrow, NSHC, & BBAHC & certain statewide laboratory contracts.

Line 13 - ANHB funds from Loc 77 including previous tobacco prevention funding.

Line 14 - Supply Service Center individually withheld amounts retained for ANTHC for all co-signers except YKHC, Seldovia, & Eklutna.

Line 15 - Funds distributed to support the Epidemiology Center distributed to co-signers for individual payment to ANTHC.

Line 16 - Funds for EMS training. Retained by IHS for transfer to ANTHC for Maniilaq, BBAHC, & Chugachmiut for EMS training at ANMC.

Line 18 - Does not include funds from surcharge, assessments, or other services purchased through Area Office.

Line 22 - Funds retained for ANTHC for all co-signers except YKHC, SCF, & KIC.

Line 24 - Does not include NR SFC funds for Health Facilities design and construction oversight.

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Yukon Kuskokwim Health Corporation

Sub Act.	Line Item	Account	TSA	PF	BB	National 2014 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	YKHC Eligible shares *Column 3*	Co - Signer YKHC Leaves *Column 4*	YKHC Due *Column 5*
Hospitals and Clinics										
	101	Emergency Fund		x		$917,812	107,200	End of year funds to be dist. on AK TSA formula.		
	104	Inter-Agency Agreements	x			$0	137,044	$24,736	$0	$24,736
	105	Management Initiatives		x		$2,028,923	236,978	End of year funds to be dist. on AK. TSA formula.		
	106	A.C.O.G. Contract	x			$97,203	11,101	$2,004	$2,004	$0
	107	H.P./D.P. Initiatives	x	x		$3,429,033	198,359	$35,803	$0	$35,803
	110	N.E.C.I.	x			$1,091,987	122,932	$22,189	$0	$22,189
	111	Nurse Initiatives	x			$1,264,180	138,943	$25,079	$0	$25,079
	112	Nursing Co-steps	x			$636,707	71,671	$12,936	$0	$12,936
	113	Senior Clinicians	x			$273,439	30,786	$5,557	$0	$5,557
	115	Emer. Medical Svcs	x			$458,676	41,575	$7,504	$0	$7,504
	117	Traditional Advocacy Prog.	x			$99,174	11,164	$2,015	$0	$2,015
	118	Research Projects	x			$1,260,920	141,228	$25,491	$0	$25,491
	119	A.A.I.P. Contract	x			$26,355	2,965	$535	$0	$535
	120	Clinical Support Center-Phoeni	x			$1,707,688	201,447	$36,360	$5,595	$30,765
	121	Co-steps Non-physicians	x			$80,214	9,017	$1,628	$0	$1,628
	123	Physician Residency	x			$271,905	30,612	$5,525	$0	$5,525
	124	Recruitment/Retention	x			$2,023,608	227,820	$41,120	$0	$41,120
	125	U.S.U.H.S., etc.	x			$3,010,303	338,917	$61,173	$0	$61,173
	126	DIR Support Fund	x			$24,496,788	2,736,264	$493,882	$137,299	$356,583
	127	Evaluation	x			$1,047,570	117,957	$21,291	$0	$21,291
	128	National Indian Health Board	x			$452,654	50,617	$9,136	$0	$9,136
	129	Albq./HQ Administration	x			$878,068	111,498	$20,125	$0	$20,125
	130	Nutrition Training Center	x			$340,197	41,402	$7,473	$0	$7,473
	131	Diabetes Program- Albq./HQ	x			$1,267,694	148,747	$26,848	$0	$26,848
	132	Cancer Prevention- Albq./HQ	x			$705,701	83,325	$15,040	$0	$15,040
	133	Health Records	x			$134,359	11,927	$2,153	$0	$2,153
	134	AIDS Program	x			$417,020	78,061	$14,090	$0	$14,090
	135	Handicapped Children	x			$340,947	40,350	$7,283	$0	$7,283
	137	National OIT Sup.- Albq./HQ	x			$8,175,823	916,996	$165,513	$46,013	$119,501
Dental Health										
	201	IHS Dental Program	x			$1,004,546	142,471	$25,715	$0	$25,715
	202	IHS Dental Program- Program formu		x		$5,152,515		$0	$0	$0
Mental Health										
	301	MH/SS Tech. Asst.	x			$1,478,861	168,536	$30,420	$0	$30,420
	302	C.M.I. Grants	x			$611,608	68,859	$12,429	$0	$12,429
	303	National Conference	x			$104,693	11,773	$2,125	$0	$2,125
Alcohol/Sub. Abuse										
	401	Clinical Advocacy	x			$2,870,717	473,745	$85,509	$0	$85,509
	402	Collaborative Initiatives	x			$779,687	45,135	$8,147	$0	$8,147

Appendix A - Financial Summary for Annual Funding Agreement - Headquarters Tribal Shares
Yukon Kuskokwim Health Corporation

Sub Act.	Line Item	Account	TSA	PF	BB	National 2014 TSA Pool *Column 1*	ATHC Eligible Shares Total ATHC TS *Column 2*	ATHC Eligible Shares YKHC Eligible shares *Column 3*	Co - Signer YKHC Leaves *Column 4*	Co - Signer YKHC Due *Column 5*
Contract Health Care										
	501	Fiscal Immediary		x		$7,892,848	$0	$0	$0	$0
	504	C.H.S. Reserve & Undistrib.	x			$2,937,479	331,053	$59,753	$0	$59,753
Public Health Nursing										
	601	Preventive Health Initiatives	x			$898,469	99,994	$18,048	$0	$18,048
	602	Preventive H. Init. - Prog. Formula		x		$2,364,041		$0	$0	$0
Health Education										
	701	IHS Health Education Program	x			$1,105,824	125,737	$22,695	$0	$22,695
CHR										
	801	IHS CHR Program	x			$2,301,590	257,667	$46,508	$0	$46,508
Direct Operations										
	1301	Direct Operations	x			$13,599,296	1,530,257	$276,204	$0	$276,204
	1301a	Direct Operations- OIT	x			$2,667,805	300,194	$54,184	$11,433	$42,751
Facilities and Environmental Health Services										
	2401	Sanitation Fac. Construction Sup.		x		$2,269,776	$331,334	$0	$0	$0
	2402	Environmental Health Ser. Support		x		$1,328,254	$200,296	$24,499	$0	$24,499
	2403	Facilities & Property Support		x		$2,225,934	$160,949	$182	$0	$182
	2404	Facilities Engineering Support		x		$1,331,093	$0	$0	$0	$0
	2405	Engineering Services Support		x		$469,184	$102,153	$9,389	$0	$9,389
TOTAL TSA AMOUNT						$84,348,788	$9,608,146	$1,734,223	$202,344	$1,531,880
TOTAL PROGRAM FORMULA AMOUN						$25,980,380	$1,138,911	34,070	$0	$34,070
TOTAL HEADQUARTERS TRIBAL SHA						$110,329,168	$10,747,057	$1,768,293	$202,344	$1,565,950

Column 1 - All numbers are based on FY 2014 appropriations and taken from final negotiation tables (table 4), dated 5/8/2014 (received from IHS Jul
Column 2 - All numbers are based on FY 2014 appropriations and taken from final negotiation tables. Tables provided by AANHS on July 14, 2014. Includes Chickaloon, Knik and All Alaska HQE TS.
Column 3 - Individual Co-Signer share of column 2.
Column 4 - Co-Signer amounts left with (retained by) IHS to provide service- If service is not available IHS shall pay to each Co-Signer amount provi
Column 5 - This column (col. 3 - col. 4) is the HQ. TS funds due to Co-Signer, calculated by Alaska TSA formula. Increases for FY 2015 will be ac
Line 101 - Any funds remaining will be distributed on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 105 - Any funds remaining will be distributed on 9/30 (from HQ by TSA formula) and to each Co-Signer on ATHC distribution method.
Line 106 - All Alaska Co-Signers restricted all funds to continued advanced OB training opportunities for all Alaska Area physicians.
Line 120 -Alaska Co-Signers restricted a total of $31,000 dollars for the clinical support center for CME certification and "IHS Provider" magazine.
Line 126, 137 -DIR withheld were computed at 27.8% of each Co-Signer on ATHC proposal. See Section 1 of the Funding Agreement.
Line 1301a - DIR Withheld was computed at 21.1% of each Co-Signer share based on continuing agreements with Dir. DIR.
Lines 2401-2405 - Funds available for OEHE support functions (from table 4f) provided based on national formula at tribal option.

Name of Tribe/Tribal Org. **Yukon Kuskokwim Health Corporation** **58G950033**

Contract/Compact Period **October 1, 2014 through September 30, 2015**

	Budget Activity	Initial Negotiated Annual Funding Agreement					
		Program/Service Unit Base		Area Tribal Share	Headquarter Tribal Share	Contract (Reductions)	Net Annual Payment Obligation
		Recurring	Non-Recurring	0 178285131	Non-Recurring	IPA/MOA	
		(1)	(2)	(3)	(4)	(5)	1+2+3+4+5=(6)
1	Hospitals & Clinics	$30,819,217		$674,362	$901,576	($654,263)	$31,740,892
2	Dental	$891,404		$35,493	$25,715	$0	$952,612
3	Mental Health	$295,957		$221,009	$44,974		$561,939
4	Alcohol & Substance Abuse	$3,323,776		$145,644	$93,655		$3,563,075
5	Public Health Nursing	$36,831		$20,843	$18,048		$75,722
6	Health Education	$80,052		$43,074	$22,695		$145,821
7	Community Health Representati	$468,638		$15,575	$46,508		$530,721
8	Immunization (AK only)	$292,413		$55,050	$0	$0	$347,463
9	Direct Operations	$95,698		$728,071	$318,955		$1,142,724
10	Contract Support Costs - Direct	$5,284,049		$0	$0		$5,284,049
11	Contract Support Costs - Indirect	$0	$17,163,785	$0	$0		$17,163,785
12	Self-Governance	$0			$0		$0
13	Other, Services (Annual)	0					
14	TOTAL, Services (Annual)	$41,588,035	$17,163,785	$1,939,120	$1,472,126	($654,263)	$61,508,803
15	Purchased/Referred Care	$4,752,009		$230,704	$59,753		$5,042,466
16	Environmental Health Support	$368,782		$94,233		$0	$463,015
17	Facilities Support	$0		$12,882			$12,882
18	OEHE Support	$0			$34,070		$34,070
19	Maintenance & Improvement	$0	$960,249		$0		$960,249
20	Sanitation Facilities - Housing	$0			$0		$0
21	Sanitation Facilities - Regular	$0			$0		$0
22	Equipment	$0	$341,086				$341,086
23	TOTAL, Facilities	$368,782	$1,301,334	$107,115	$34,070	$0	$1,811,302
24	Catastrophic	$0					
25	Medicare	$0					$0
26	Medicaid	$0					
27	Other (*See* Remarks)	$0					$0
28	TOTAL, No-year IHS	$0	$0	$0	$0	$0	$0
29	Quarters	$0					$0
30	Contract Health Services (Prior '	$0					$0
31	Indian Health Facilities (Prior Y	$0					$0
32	Others	$0					
33	TOTAL, Other	$0	$0	$0	$0	$0	$0
34					$0		$0
35	**GRAND TOTAL, AFA**	**$46,708,826**	**$18,465,119**	**$2,276,939**	**$1,565,950**	**($654,263)**	**$68,362,571**
36	Adjustment for Akiachak-			($6,556)	($1,629)		($8,185)
	GRAND TOTAL, AFA after Adjustr	$46,708,826	$18,465,119	$2,270,384	$1,564,321	($654,263)	$68,354,386

The FA program funding amount in column 1 and 2 are as ofamendment number 13, dated 9/25/14.

Line 19 and 22 - Routine M&I and Equipment funding is estimated at 90% of prior FY amount for lump sum payment -subject to adjustments in accord with

Line 36 - Akiachak Tribal Shares included in YKHC TS adjusted for FY10 increases.

Yukon Kuskokwim Health Corporation
Withhold Calculation

The Co-Signer will "withhold" 100% of all estimated costs for IPA/MOA, SSC, VB **No**

(Yes or No)

The Co-Signer will "withhold" the minimum initial amount for IPA, etc., and "buyback" services. **Yes**

(Yes or No)

Service	Annual Amount				Est. Monthly Payment	Initial Auth. Withhold
	Cost of Services	IPA/MOA CPE	Surcharge	Total Annual Estimated Costs		
	(1)	(2)	(3)	1+2+3=(4)	(4)/12=(5)	*see* Footnotes
H & C						
IPA/MOA personnel costs	$1,835,000	23,920	$3,670	$1,862,590	$155,216	$620,863
Supply Service Center			$0	$0	$0	$0
Other	$100,000		$200	$100,200	$8,350	$33,400
SUBTOTAL H & C	$1,935,000	$23,920	$3,870	$1,962,790	$163,566	$654,263
DENTAL						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL DENTAL	$0	$0	$0	$0	$0	$0
IMMUNIZATION						
IPA/MOA personnel costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
Village Clinic Leases			$0	$0	$0	$0
All other costs-			$0	$0	$0	$0
SUBTOTAL IMMUNIZATION	$0	$0	$0	$0	$0	$0
ENVIRONMENTAL HEALTH						
IPA/MOA Personnel Costs			$0	$0	$0	$0
Supply Service Center		$0	$0	$0	$0	$0
All Other Costs			$0	$0	$0	$0
SUBTOTAL ENVIRONMENTAL H	$0	$0	$0	$0	$0	$0
Withhold Total	$1,935,000	$23,920	$3,870	$1,962,790	$163,566	$654,263

Footnotes:

Column 1- Initial withhold for IPA/MOA and VBC is 4 months (3 months deposit and October advanced payment); for all other costs, 2 months is withheld.

Column 2 - IPA/MOA Centrally Paid Expenses are estimated at $284 for each IPA and $2,990 ($690 for Regional MOA services) for each MOA.

Employee Dispute Pool Costs are no longer charged in advance (see Section 2.3.2.3 of Buyback Agreement).

These charges will be reconciled to actual cost per employee as incurred by the Service and Supply fund for CPE expenses.

Column 3 - Surcharge for all Co-Signers using buyback is .20

Yukon-Kuskokwim Health Corporation Funding Agreement – Appendix E

Fiscal Year 2015

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where YKHC owns, leases, occupies, or otherwise uses real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Where included, the cross references to specific PSFAs are not intended to limit the scope of PSFAS that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

PSFAs described at subsection(s) 3.1-3.7 are also operated or provided within schools throughout the YKHC service area. Home Care Services are provided in homes of elder beneficiaries and are deemed incorporated herein by reference.

YKHC provides the PFSAs described in Section 3.1 of the Funding Agreement (Health Services) in the following locations:

1) **Akiachak**
   - Clinic

2) **Akiak**
   - Clinic (old and new)

3) **Alakanuk**
   - Clinic
   - City Hall

4) **Anchorage**
   - Anchorage Business Park

5) **Aniak**
   - Clinic
   - YK ASRC Residence
   - Quarters, including
     - Aniak 4 Plex
     - Lot 10, Aniak Sub. #1,
     - SW ¼, Sec. 12 T17N
   - Garage

6) **Anvik**
   - Clinic

7) **Atmautluak**
   - Clinic and addition
   - Tribal Office Building

8) **Bethel**
   - Hospital
   - US Survey No. 4000, Lot 2, T. 8 N., R. 71 W., Seward Meridian (new hospital property)
   - Hospital Job shack
   - 1100 Chief EH Highway Bethel, AK 99559 (long term care facility)
   - Westwing Administrative Building
   - Telemedicine Building
   - BNC Complex
   - Prematernal Homes (old and new)
   - Centering Center
   - City of Bethel-Log Cabin (early childhood services)
   - Patient Housing (§ 3.1.7.6)
     - Qavartarvik Hostel
     - Group Home
   - Behavioral Health Services (§ 3.1.4):
     - Community Health Service Building
     - Crisis Respite Center
     - Morgan Transitional Living
     - Phillips Ayagnirvik Treatment Center (new and old facilities)
     - Malone Home
     - New Bautista House
     - Bautista House
     - Learning Resource Center
     - Camai House
     - Group Home Fish Camp
     - BCS Fish Camp
     - Keys Receiving Home
     - Inhalant Treatment Center
     - Sobering Center
   - Storage Facilities (§ 3.3.2):
     - Keys Storage
     - 306 Chief EH Highway
     - 305 Chief EH Highway
     - Trailer 62 Storage

- New YKHC Warehouse
- YKHC Warehouse 908A CEH
- B. Dale Warehouse
- Sand Storage Facility
- Dry Storage adjacent to 800 building
- 1360 State Highway
- 225 Ptarmigan Ave
- Building 316
- Native Food Storage

- Construction Management facilities:
  - Kasayuli Subdivision Construction Office
  - Kasayuli Subdivision Construction Mess Hall
  - Construction Office
- Schools:
  - M.E. School
  - Bethel Regional High School
  - Kilbuck Elementary School
  - Yuut Elitnaurviat
- YKHC owned and leased staff housing and quarters at the following addresses (§ 3.1.7.5):
  - Trailer Court 61 and 62
  - Kasayuli Subdivision Block 1-13
  - 663 6th Ave
  - 841 B 6th Ave
  - 191 7th Avenue
  - 169 C 7th Ave
  - 262 Weber Circle
  - 1215 A-D Quivik
  - 1670 State Highway
  - 1910 'A' State Highway
  - 4305 'B' Amy's Way Larson subdivision
  - 1100 Chief EH Highway Lot 3
  - 1360 Chief EH Highway Apts A to H, J to M
  - 1360 Chief EH Highway Building I (trailer laundry room housing)
  - 100 Building 918 Chief EH Highway
  - 200 Building 916 Chief EH Highway
  - 300 Building 920 Chief EH Highway
  - 400 Building 914 Chief EH Highway
  - 500 Building 922 Chief EH Highway
  - 600 Building 910 Chief EH Highway
  - 700 Building 912 Chief EH Highway
  - 800 Building 908 Chief EH Highway
  - Health Aide House 270 East Avenue

- 173, 213, 215, 217, 219, 221, 223, 227A, & 227B Ptarmigan Ave
- 5418, 5420, 5800 & 5901 Noel Polty Blvd
- 5440, 5447, & 5456 Paul John Street
- 5500, 5501, 5535, 5536, & 5537 Isaac Hawk Street
- 5700 & 5706 White Front Goose Rd
- 5808, 5811, 5812, 5816, & 5817 Canadian Goose Rd
- 5900, 5917 & 5919 Emperor Goose St.
- Block 9, Lot 2 Ptarmigan-Tundra View subdivision
- 603 Pintail Road
- 5004 Snow Goose Road
- 5003, 5007, 5015, & 5017 Black Brant Loop
- 5006 Kanguq Rd.
- 1412 Calista Dr. Parcel 1 Chief EH Highway
- 198 H Marker, Lakeside Lodge
- 445 A & B Napaskiak Drive
- 018 B Kwethluk Lane
- Block 7, Lot 15 US Survey 3230-A and 3230-B

9) Chefornak

- Clinic
- Clinic Office storage

10) Chevak

- Chevak clinic
- Chevak tribal office

11) Chuathbaluk

- Clinic
- Clinic Office storage

12) Crooked Creek

- Clinic

13) Eek

- Clinic
- Clinic Office storage

14) Emmonak

- Clinic
- Ambulance garage
- 2 4-plex (quarters)
- Remote Maintenance Office

15) Grayling

- Clinic
- Clinic Office storage

16) Holy Cross

- Clinic
- Remote Maintenance Office

17) Hooper Bay

- Clinic
- New Clinic
- Traditional Council Offices
- 6-Plex and new triplex J (quarters)
- Ambulance Garage
- Construction Office
- Construction Quarters

18) Kasiglak

- Clinics (old and new)
- Construction Quarters
- Construction Office

19) Kipnuk

- Clinics (old and new)

20) Kongiganak

- Clinic
- Old Village Office

21) Kotlik

- Clinics (old and new)
- Construction Office
- Construction Quarters

22) Kwethluk

- Clinics
- IRA Building

23) Kwigillingok

- Clinic

24) Lime Village

- Clinic

25) Lower Kalskag

- Clinic

26) Marshall

- Clinic
- Clinic Office Storage
- 23 Airport Rd. (quarters)

27) Mekoryuk

- Clinic
- Clinic Office Storage (old clinic)

28) Mountain Village

- Clinics
- Tribal Office Building
- Behavioral Health Office

29) Napakiak

- Clinics (old and new)

30) Napaskiak

- Clinics
- Clinic Office Storage

31) Newtok

- Clinic
- Clinic Office Storage

32) Nightmute

- Clinic

33) Nunam Iqua

- Clinic

34) Nunapitchuk

- Clinics (old and new)
-

35) Oscarville

- Clinic

36) Pilot station
- Clinic
- Wellness Clinic

37) Pitkas Point
- Clinic

38) Quinhagak
- Clinic
- NVK Building

39) Russian Mission
- Clinic

40) Scammon Bay
- Clinic
- Clinic Office Storage

41) Shageluk
Shageluk Clinic

42) Sleetmute
Sleetmute Clinic

43) St. Mary's
- Clinic
- Ambulance Garage
- 4 Plex (quarters)

44) Stony River
- Clinic

45) Toksook Bay
- Clinic
- Clinic Office Storage
- Ambulance Garage
- 4 Plex (quarters)
-

46) Tuluksak

- Clinic

47) Tuntutuliak

- Clinics (old and new)
- Construction Office
- Construction quarters

48) Tununak

- Clinic
- Clinic Office Storage

49) Upper Kalskag

- Clinic
- Clinic Office Storage