SELF-GOVERNANCE FUNDING AGREEMENT

BETWEEN

WINSLOW INDIAN HEALTH CARE CENTER, INC.

AND

THE SECRETARY OF THE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FISCAL YEARS 2021 - 2025

Section 1 – Authority and Purpose. This Funding Agreement ("FA") is executed by and between the Winslow Indian Health Care Center, Inc. ("WIHCC"), pursuant to the authority and on behalf of the Navajo Nation, and the Secretary of the Department of Health and Human Services of the United States of America ("Secretary"), represented by the Director of the Indian Health Service ("IHS"), pursuant to Title V of the Indian Self-Determination and Education Assistance Act, as amended ("ISDEAA") and the Navajo Nation Health Compact. Pursuant to this FA, the IHS shall provide funding and services as identified in this agreement and as provided in the Navajo Nation Health Compact between the WIHCC and the IHS. Pursuant to the terms of this agreement, the WIHCC is authorized to plan, conduct, consolidate, redesign, and administer the programs, services, functions and activities identified in section 3 below. The attachments to this Funding Agreement, identified as Attachment A-I, are incorporated by this reference into this Agreement as if set forth herein.

Section 2 – Obligations of the IHS.

(a) Generally. Pursuant to this FA, the IHS shall provide funding and services identified herein and as provided in the Navajo Nation Health Compact. The IHS shall remain responsible for performing all Federal residual programs, services, functions and activities ("PSFAs"). To the extent residual PSFAs are required by WIHCC, WIHCC will continue to benefit from federal residual PSFAs on the same basis as such PSFAs are made available to IHS directly operated and tribally operated health programs. IHS's responsibilities under the Indian Health Care Improvement Act ("IHCIA") and the ISDEAA are unchanged by the Compact and FA, except to the extent the WIHCC has assumed PSFAs under these agreements.

In addition, although funds are provided from IHS Headquarters and the IHS Navajo Area Office in support of the Compact and this FA, the IHS will continue to make available to the WIHCC, PSFAs from both the IHS Navajo Area Office ("NAO") and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this FA. IHS will notify WIHCC with regard to substantial changes affecting the availability or delivery of retained Headquarters or NAIHS PSFAs that have not been included in this FA. The IHS PSFAs

for which the WIHCC does not assume responsibility and receive associated funding under this FA will remain the responsibility of the IHS. These include, but are not limited to, the PSFAs described in section 2(b).

(b) Retained PSFAs.

(1) Associated Tribal Shares at NAIHS and Headquarters. The WIHCC has not compacted 100% of its Tribal Shares at NAIHS and Headquarters and the IHS retains for the WIHCC all or portions of the following NAIHS and Headquarters PSFAs as indicated on Attachments C and D:

(2) Information Resources Management and RPMS. The IHS will retain WIHCC funds for Information Resources Management ("IRM") PSFAs and RPMS functions and the WIHCC will remain eligible for all services and equipment provided with these funds and will receive services and technical support as provided in Attachment I to this FA, which is hereby incorporated into and made a part of this Agreement.

(3) Gallup Indian Medical Center. Gallup Indian Medical Center will continue to serve as a referral center for WIHCC patients.

(c) Other IHS Responsibilities. Unless funds are specifically provided by IHS under this FA, IHS retains all PSFAs and the WIHCC will not be denied access to, or associated services from, IHS Headquarters or NAIHS. Specifically, the WIHCC will receive the following services from the IHS:

(1) Access to Training and Technical Assistance. To the extent funds are retained by the IHS, the WIHCC shall have access to training, continuing education, and technical assistance in the manner and to the same extent the WIHCC would have received such services if it were not participating in Self-Governance.

(2) 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. The WIHCC 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 authority to do so and the IHS has agreed to extend such rights to the WIHCC. The WIHCC's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

(3) 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. The WIHCC is also responsible for complying with HIPAA. IHS and the WIHCC will share patient information consistent with the patient treatment, payment and health care operations exceptions to HIPAA privacy rules.

(4) Requests for Information. Any information requested by WIHCC regarding IHS Programs, and/or Financial and Other Information will be provided as set forth in

Article IV, Section 2(b) [Information Regarding IHS Programs] and/or Section 3 [Financial and Other Information] of the Compact.

(5) Project TransAm. WIHCC is authorized to participate in property screenings associated with "Project Transam" as provided in Article II, Section 9 [Participation in "Project Transam"] of the Compact.

(d) Trust Responsibility. In accordance with 25 U.S.C. §§ 5387(g) and 5395(b), nothing in this Compact waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Navajo Nation or individual members of the Navajo Nation which exists under treaty, executive orders, other laws, and court decisions.

(e) Reassumption. The Secretary is authorized to reassume a PSFA, or portion thereof, and associated funding, in accordance with 25 U.S.C. § 5387(a)(2) and 42 C.F.R. §§ 137.255-.265.

Section 3 – Obligations and Authorities of the WIHCC. Pursuant to this FA, the WIHCC will administer the PSFAs identified in Section 4 [WIHCC Programs, Services, Functions and Activities] and further described in Attachment A to those beneficiaries that are eligible for services at Indian Health Service facilities utilizing the resources transferred under this FA. This FA further authorizes the WIHCC to reallocate funding and consolidate and redesign PSFAs as set out in Article III, Sections 5 [Reallocation, Redesign, and Consolidation], and 6 [Consolidation with Other Programs] of the Compact.

Section 4 – WIHCC Programs, Services, Functions and Activities.

(a) Programs, Services, Functions and Activities. Subject to the availability of funding, WIHCC will administer and provide the PSFAs identified in Attachment A to this FA, which is hereby incorporated into this Agreement as if set forth in full, in accordance with the Compact and this FA. WIHCC strives to provide quality health services that meet applicable standards, directly, and by referral and contracted services. Some of these services may be provided through personal service contracts or other contracts or agreements with outside providers, including Collaborative and Affiliation Agreements with universities and other schools under which students, residents and volunteers may assist WIHCC providers in providing services under this FA. To the extent the PSFA descriptions in the FA conflict with the new descriptions or definitions provided in the IHCIA, as amended, the terms of the IHCIA shall prevail unless they conflict with the ISDEAA.

(b) Dilkon Medical Center. The Dilkon Medical Center ("DMC") and associated Staff Quarters are currently being designed and constructed under a Title V Construction Project Agreement between WIHCC and the IHS. The DMC's current anticipated substantial completion date is December 2021; the Staff Quarters' current anticipated substantial completion date is Fall 2022. IHS will consult with and provide all available information to WIHCC concerning the planned staffing and equipment of the DMC and Staff Quarters as it is developed. As funding is appropriated for DMC and Staff Quarters, the IHS will inform WIHCC of the availability of such funding, and this Multi-Year Funding Agreement will be amended to add the DMC and Staff

Quarters funding as it is appropriated. This FA will be amended as necessary to accommodate the addition of the DMC as WIHCC prepares to open the DMC.

(c) Other Programs/Services Funded. This FA may include PSFAs resulting from redesign or consolidation and/or reallocation or redirection of funds for such PSFAs, including WIHCC's own funds or funds from other sources, provided that such redesign or consolidation of PSFAs, and/or reallocation or redirection of funds, must satisfy the conditions of 25 U.S.C. § 5386(e), pursuant to 25 U.S.C. § 5385 and Article III, Section 5 [Reallocation, Redesign, and Consolidation] and 6 [Consolidation with Other Programs] of the Compact.

(d) Non-IHS Funding. Consistent with Article III, Sections 5 [Reallocation, Redesign, and Consolidation], 6 [Consolidation with other Programs] and 7 [Program Income, including Medicare/Medicaid Reimbursements] of the Compact and 25 U.S.C. § 5388(j) [Program Income] non-IHS funds may be added to or merged with funds provided by the IHS through this FA, and used to supplement the PFSAs described in Section 4(a) [WIHCC PSFAs].

(e) Federal Tort Claims Act Coverage. Federal Tort Claims Act coverage will apply to PSFAs provided under this FA as provided in Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact, and 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. FTCA coverage will also be extended to WIHCC and its employees in carrying out statutorily mandated grant programs to the extent the above-cited statutes allow. The extent of FTCA coverage is described more particularly in 25 C.F.R. §§ 900.180 – 900.210.

(f) Use of Federal Real Property. Pending transfer of title to the facilities, the IHS hereby authorizes the WIHCC to utilize all of the federally-owned real property, including all lands, buildings, structures, quarters and related facilities, as evidenced by a facility inventory, presently owned by the U.S. Government/IHS, as provided in 25 U.S.C. § 5324(f)(1), to be used in connection with carrying out the terms, conditions, and provisions of this FA and any successor FA.

(g) Facilities and Locations. The WIHCC provides the PSFAs described in this FA at facilities and by mobile van within the Winslow Service Unit/Area including the main campus at Winslow, the Dilkon and Leupp Health Centers, the Little Colorado Medical Center, the Winslow Campus of Care, at schools and senior centers within the Winslow Service Unit/Area and Winslow, Arizona, the Northern Arizona Regional Behavioral Health Authority ("NARBHA") Detox Center, the Winslow Fitness and Dilkon Physical Therapy Centers. The WIHCC provides public health services as well as dental care by mobile van at Head Start centers, wellness services using the Hozhoogo Iina Wellness Program mobile van, child and adolescent group or foster homes and community schools. The WIHCC may provide services outside the service delivery area in support of the PSFAs carried out under this FA.

(h) Health Status Reports. The WIHCC will report on health status and service delivery to the extent that such data is not otherwise available to the Secretary and specific funds for this purpose are provided by the Secretary under this FA consistent with 25 U.S.C. 5387(a).

Any such reporting shall impose minimal burdens on the WIHCC and shall be in compliance with requirements promulgated pursuant to 25 U.S.C. § 5397.

Section 5 – Funding Available

(a) Funding Amounts. To carry out the PSFAs described in Section 4 of this FA, the WIHCC has reallocated funding as the WIHCC deemed necessary into its consolidated WIHCC budget. The funds made available to the WIHCC pursuant to the Compact and Title V of the ISDEAA are subject to reductions only in accordance with 25 U.S.C. § 5388(d) and 25 U.S.C. § 5325. Under this FA, IHS agrees to make available in FY 2021 the amounts identified in the following documents: Attachment A-1 – Self Governance FA Table; Attachment B – 106(a)(1) Base Funding Table; Attachment C – NAIHS Funding; Attachment D – Headquarters Funding; which are incorporated into and made a part of this FA by reference. For FYs 2022-25, the FY 2021 Funding Amounts will be adjusted only in direct proportion to the general increases or decreases in Congressional appropriations by sub-sub activity excluding earmarks; by mutual agreement; or as a result of retrocession or reassumption.

(b) Stable Base Funding. Except as provided in subsection (c) of this section, the amount to be paid to the WIHCC in FY 2021 will be the total of the final reconciled FY 2020 amount of Headquarters, Area and program base funding. Except for sub-sub activities 11 [Contract Support Costs – Indirect], 20 [Equipment] and the Project Pool portion of 19 [Maintenance and Improvement] shown on Attachment A-1, the funding identified in Attachments A-1, B, C, C-A, D and G (Direct) is to be provided to the WIHCC as an annual stable base funding amount for the funding period beginning the effective date of this FA and continuing through September 30, 2021. For subsequent fiscal years (included in the term of this FA), Stable Base Funding Amounts will be adjusted only in direct proportion to the general increases or decreases in Congressional appropriations by sub-sub activity excluding earmarks; by mutual agreement; or as a result of full or partial retrocession or reassumption. Pursuant to 42 C.F.R. §§ 137.120 -.124, the funding identified as the WIHCC's stable base funding amount will not be recalculated during the term of this FA and will be adjusted annually only to reflect changes in Congressional appropriations by sub-sub activity excluding earmarks; by mutual agreement; or as a result of full or partial retrocession or reassumption. The establishment of a base budget as defined herein does not preclude the WIHCC from including additional PSFAs, and associated funds, not previously assumed by the WIHCC. The WIHCC is eligible for, on the same basis as other tribes, service increases, mandatories, population growth, health services priorities system funds, and any other new funding for which the WIHCC is eligible.

(c) Funding Not in Stable Base Funding. Funding for PSFAs assumed by the WIHCC, which is not included in the stable base funding, shall be provided to the WIHCC and expended in accordance with applicable federal law. In addition, the WIHCC is eligible for, on the same basis as other tribes, program formula and other non-recurring funds which the IHS distributes annually on a non-recurring basis including but not limited to Catastrophic Health Emergency Funds ("CHEF"), sub-sub activity 20 [Equipment] 11 [Contract Support Costs – Indirect] and the Project Pool portion of 19 [Maintenance and Improvement] as shown on Attachment A-1, year end, and other increases in or new resources for which the WIHCC is eligible.

(d) Contract Support Costs. The parties agree that Contract Support Costs (CSC) funding under this FA will be calculated and paid in accordance with Sections 508, 519(b) and 106 of the ISDEAA and the IHS CSC Policy (Indian Health Manual – Part 6, Chapter 3). Nothing in this provision shall be construed to waive either (1) any statutory claim that WIHCC may assert it is entitled to under the ISDEAA, or (2) any rights under the Navajo Nation Compact. In accordance with these authorities and any statutory restrictions imposed by Congress, the IHS will pay WIHCC direct CSC and indirect CSC in the amounts shown on Attachment G. WIHCC will receive funding increases for direct and indirect CSC on the same bases as other Title V tribes and tribal organizations. The IHS CSC amounts may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in program bases, Tribal CSC need, and available CSC appropriations. Any adjustment to the funding amounts identified in Attachment G will be reflected in future modifications to this FA.

(e) Allocation of Resources.

(1) General. Funding is provided under this FA for the eligible IHS user population within WIHCC's service area. The basis for the initial level of service unit or program base funding was IHS's FY 1998 user population of 15,970. The assumed user population was determined based on criteria administered by IHS. As of Fiscal Year 2019, the IHS has verified the WIHCC user population through 2019 as 17,329 IHS users.

(2) Area Office and Headquarters Tribal Shares. FY 1998 user population was used for the initial distribution of Area and Headquarters Tribal Shares to WIHCC.

(3) Allocation of New Resources. The Navajo Area IHS will provide WIHCC information regarding the total amounts of all new and/or increased funding received by the Area and the existing methodology for allocation of such funds.

(f) Statutorily Mandated Grants. In accordance with 25 U.S.C. § 5385(b)(2) and implementing regulations, the parties agree that the IHS/Secretary will add the WIHCC's FYs 2021-25 Diabetes Grant(s), and any other statutorily mandated grant awarded through IHS to the WIHCC, to this FA after these grants have been awarded. Grant funds will be paid to the WIHCC as a lump sum advance payment through the PMS grants payment system. The WIHCC will use interest earned on such funds to enhance the statutorily mandated grant program, including allowable administrative costs. The WIHCC will comply with all terms and conditions of the grant award for statutorily mandated grants, 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.

(g) Other Funds Due WIHCC.

(1) Reconciliation and Adjustment. All funding amounts identified under this FA are based on prior year appropriations and subject to amendment to reflect the full amount due for FYs 2021-25 IHS will provide sufficient documentation and work with WIHCC to reconcile the amounts due under this FA to the amounts actually received by WIHCC.

(2) **Other Headquarters Resources.** In addition to the amounts otherwise provided, WIHCC shall be eligible to receive a tribal share for which it meets the eligibility criteria of any unobligated funds existing as of the end of the final quarter of the funds' period of availability, including but not limited to, the IHS Headquarters Management Initiatives and Director's Emergency Fund line items (excepting those with X-year funds), (1) where the WIHCC's full annual share for that funding category was not identified in FA Attachments listed in section 5(a) [Funding Amounts] or for which the total funds available for distribution to Tribes in those categories for the applicable fiscal year increased after execution of this FA, and (2) where the funds involved were not subject to a Congressional earmark that precludes distribution to the WIHCC.

(3) **Other Navajo Area Managed Funds.** In addition to the amounts otherwise provided, the WIHCC shall remain eligible to receive a tribal share of all other funds for which it meets the eligibility criteria for any unobligated NAIHS funding existing at the end of the fourth quarter of the federal fiscal year, including but not limited to NAIHS non-recurring funds. If any additional or supplemental funding is received by the NAIHS specifically for any funds withheld from tribal distribution (on the attached spreadsheets), or if the NAIHS does not pay these actual costs, the WIHCC shall receive its share of additional tribal shares made available as a result on the same basis as such funds are provided to directly operated or contracted or compacted service units or areas.

(4) **Other Non-Recurring Funds.** Any non-recurring funds not included in this FA shall be included herein when actual appropriations for the fiscal year become available. Non-recurring and earmarked funds will be provided to the WIHCC in the future to the same extent as they have historically been provided consistent with applicable law and funding formulas agreed to by WIHCC and the other Navajo Area Service Units and Areas.

(5) **Funding Adjustments Due to Congressional Actions.** The parties to this FA recognize that the total amount of funding in this FA is subject to adjustment due to Congressional action in appropriations acts. Upon enactment of relevant appropriations acts or other law affecting availability of funds to the IHS, the amounts of funding provided to the WIHCC in this FA shall be adjusted as necessary, and the WIHCC shall be notified of such action, subject to any rights which the WIHCC may have under this FA, the Compact, or applicable federal law.

(h) **FYs 2022-25 Funding Amounts.** It is the parties' intent that this FA be a multi-year FA covering fiscal years 2021 – 2025. For FYs 2022-25, the parties will communicate and negotiate as necessary to amend this FA, and attachments, to reflect any changes in responsibilities of the parties, including without limitation, the PSFAs to be carried out by WIHCC, and the funding to be provided by IHS for those PSFAs, in FYs 2022-25. For each fiscal year covered by this FA, the updated tables will be incorporated into and will supersede the prior fiscal year FA funding tables.

(i) **Reconciliation.** For the term of this FA, reconciliations will be held between WIHCC and NAIHS twice per fiscal year, or more often if needed. The parties agree that they will transfer any funds due the other party in a timely manner.

(j) Buyback Agreement. Intergovernmental Personnel Act ("IPA") and Commissioned Corps Memoranda of Agreement ("MOA") salary and related costs, and the costs for other services bought back from IHS, will be determined, funded and processed as detailed in the Buyback Agreement between NAIHS and WIHCC, which is attached for reference as Attachment F.

Section 6 – Payments.

(a) Payment Schedule – Generally. Payments shall be made as expeditiously as possible and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. The IHS shall make available the funds identified and agreed upon under section 5 [Funding Amounts] by paying the total amount as provided in the FA in an advance lump sum by wire transfer, as permitted by law, or as provided in section 6(b) [Periodic Payments] or otherwise in this FA. The WIHCC shall be paid 100% of the funding amount due to WIHCC under section 5 for Fiscal Year 2021 within ten (10) calendar days of the effective date or within ten (10) days after the date on which the Office of Management and Budget apportions the appropriations for FY 2021 for PSFAs subject to the FA, whichever is later. For Fiscal Years 2022-25, the WIHCC shall be paid 100% of the funding amount due to WIHCC under section 5 for Fiscal Years 2022-25 within ten (10) days of October 1, 2021 and 2024, respectively, or within ten (10) days after the date on which the Office of Management and Budget apportions the appropriations for FY 2022-25 for PSFAs subject to the FA, whichever is later. The Prompt Payment Act, Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under the Compact and this FA. Except for the periodic payments described in section 6(b) [Periodic Payments], all funds identified in Section 5 [Funding Available] of this FA shall be paid to the WIHCC, in accordance with Article II, Section 5 [Payment] of the Compact.

(b) Periodic Payments. Payment of funds otherwise due to the WIHCC under this FA, which are added or identified after the initial payment is made, shall be made promptly to the WIHCC by wire transfer within ten (10) days after distribution methodologies and other decisions regarding payment of those funds have been made by the IHS.

Section 7 – Access to Federal Sources of Supply.

(a) GRSSC, NSSC, and Prime Vendor Contract. In accordance with 25 U.S.C. §§ 5388(e)-(f) and 5396(a), the WIHCC shall have access to pharmaceuticals and supplies through the IHS. It is the intention of the parties that the WIHCC will continue to purchase medical and other supplies from the Gallup Regional Supply Service Center ("GRSSC") or its successor, and pharmaceuticals, medical or other supplies from the National Supply Service Center ("NSSC") or its successor, according to terms and conditions set forth in agreements between the WIHCC and those entities.

(b) GSA Vehicles. WIHCC is authorized to obtain from GSA interagency motor pool vehicles and related services for use in carrying out the PSFAs under this Agreement.

Section 8 – Amendment or Modification of this Funding Agreement.

(a) Form of Amendments. Except as otherwise provided in this FA, the Compact, or by law, any modifications of this FA shall be in the form of a written amendment executed by the WIHCC and the United States.

(b) Due to Addition of IHS Retained or New Programs. Should the WIHCC determine that it wishes to provide a PSFA of the IHS for which funding has been retained by IHS and which is not included in this FA, the IHS and the WIHCC shall negotiate an amendment to this FA to incorporate the new PSFA and related funding.

(c) Due to Availability of Additional Funding. The WIHCC shall be eligible for any increases in funding 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 this FA shall be amended to provide for timely payment of such new funds to the WIHCC.

(1) **Funding Increases.** Written consent of the WIHCC shall be required for issuing amendments to increase funding, except as provided in section 8(c)(2).

(2) Amendments to add funds to this FA that do not require written consent may include, but are not limited to: Mandatory increases, Pay Act, population growth and Indian Health Care Improvement Fund; End of Year Distributions; CHEF Reimbursements; Routine Maintenance and Improvement; and third-party collections and reimbursements.

(3) Within two weeks after any increase in funding provided under subsection 8 (c)(2), the IHS shall provide the WIHCC with written documentation of the sub-sub activity source and distribution formula for the funding.

Such amendments shall be without prejudice to the rights of the WIHCC under Article II, Section 11 [Disputes] of the Compact.

Section 9 – Other Provisions.

(a) Subsequent Funding Agreements. In accord with Article II, Section 13(b) [Continuation of Compact and FA] of the Compact and 25 U.S.C. § 5385(e) [Subsequent FAs] if the parties are unable to conclude negotiation of a subsequent FA prior to the expiration of the current FA, the terms of the Compact and this FA shall remain in effect until a subsequent FA is executed. Subsequent FAs will be effective on the date signed by the WIHCC and Secretary, or on another date mutually agreed upon. As provided in 25 U.S.C. § 5385(e), subsequent FAs will become retroactive to the end of the term of the preceding FA. Any increases in funding to which the WIHCC is entitled by statute, or increases which the WIHCC subsequently negotiates, shall be included in the subsequent FA retroactive to the end of the term of the preceding FA.

(b) Memorialization of Disputes. The parties to this FA have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters are set forth in an attachment to this FA, which shall be identified as Attachment H. 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. This attachment shall not be construed as an admission against either party. The WIHCC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 10 – Severability.

(a) Except as provided in this section, 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.

(b) 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 this FA.

Section 11 – Title I Provisions Applicable to this Funding Agreement.

As authorized in 25 U.S.C. § 5396(b), the WIHCC 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. § 5322(d) (duty of IHS to provide technical assistance);
(d) 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
(e) 25 U.S.C. § 5324(o) (storage of patient records);
(f) 25 U.S.C. § 5329(c), section 1(b)(8)(A) (access to reasonably divisible property);
(g) 25 U.S.C. § 5329(c), section 1(b)(8)(C) (joint use agreements);
(h) 25 U.S.C. § 5329(c), section 1(b)(8)(D) (acquisition of property);
(i) 25 U.S.C. § 5329(c), section 1(b)(8)(E) (confiscated or excess property);
(j) 25 U.S.C. § 5329(c), section 1(b)(F) (screener identification);
(k) 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
(l) 25 U.S.C. § 5329(c), section 1(d)(1)(B)(1) (construction of contract);
(m) 25 U.S.C. § 5329(c), section 1(d)(1)(B)(2) (good faith);
(n) 25 U.S.C. § 5329(c), section 1(d)(1)(B)(3) (programs retained);
(o) 25 U.S.C. § 5329(c), section 1(f)(2)(B) (incorporation by reference); and
(p) 25 U.S.C. § 5331, (judicial and administrative remedies).

Section 12 – Applicability of the Indian Health Care Improvement Act Reauthorization Provisions

The WIHCC may utilize and implement programs under the Indian Health Care Improvement Reauthorization & Extension Act, enacted by reference and amended by § 10221 of the Patient Protection & Affordable Care Act, Pub. L. 111-148, to the same extent and on the same basis as other Tribes.

Without intending any limitation on the WIHCC's authority to implement other provisions of the IHCIA Reauthorization, notwithstanding anything to the contrary in the Navajo Nation Health Compact, and in addition to other PSFAs already provided for in the Navajo Nation Health Compact and FA, or redesigns thereof, the WIHCC may exercise its option to include the following provisions of the Indian Health Care Improvement Reauthorization & Extension Act, enacted by reference and amended by § 10221 of the Patient Protection & Affordable Care Act, Pub. L. 111-148 and these provisions shall have the force and effect as if set forth in full:

a) 25 U.S.C. § 1642 (Purchasing Health Care Coverage);
b) 25 U.S.C. § 1675 (Confidentiality of Medical Quality Assurance Records; Qualified Immunity for Participants);
c) 25 U.S.C. § 1621t (Licensing);
d) 25 U.S.C. § 1616q (Exemption from Payment of Certain Fees);
e) 25 U.S.C. § 1641 (Treatment of Payments Under Social Security Act Health Benefits Programs);
f) 25 U.S.C. § 1621e (Reimbursement from Certain Third Parties of Cost of Health Services);
g) 25 U.S.C. § 1680c (Health Services for Ineligible Persons);
h) 25 U.S.C. § 1615 (Continuing Education Allowances);
i) 25 U.S.C. § 1621u (Liability for Payment).

Section 13-Effective Date and Term. This FA shall become effective upon execution by both parties or October 1, 2020, whichever is later, and shall extend through September 30, 2025, or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 13(b) [Continuation of Compact and FA] of the Compact and Section 9(a) of this FA, [Subsequent FAs].

Winslow Indian Health Care Center, Inc.

By: _____
Robert Salabye
President, Board of Directors

Date: 2/24/2021

United States of America

for By: Phillip B. Smith -S Digitally signed by Phillip B. Smith -S Date: 2021.03.15 17:26:03 -04'00'

Director, Indian Health Service

Date: 15 MAR 2021

Attachments:

A WIHCC FY 2021-25 Programs and Services
A-1 Self-Governance FA Funding Table
B 106(a)(1) Base Funding Table
C NAIHS Area Office Shares Funding
C-A Navajo Area Wide Reserve Shares
D Headquarters Funding Table
Table 4F HQ Facilities Appropriation Funds
E Navajo Area Residual Plan
F Buyback Agreement
F – Appendix A Estimated Monthly Costs
G Contract Support Costs
H Memorialization of Matters Remaining in Dispute
I OIT Shares Table

ATTACHMENT A TO Fiscal Years 2021-2025 FA
WINSLOW INDIAN HEALTH CARE CENTER, INC.
PROGRAMS AND SERVICES

The Winslow Indian Health Care Center, Inc. (hereafter "WIHCC") provides the following programs and services at facilities and by mobile vans within the Winslow Service Unit/Area including the main campus at Winslow, the Dilkon and Leupp Health Centers, the Little Colorado Medical Center, the Winslow Campus of Care, at schools within the Winslow Service Unit/Area and Winslow, Arizona, the Northern Arizona Regional Behavioral Health Authority ("NARBHA") Detox Center, the Winslow and Dilkon Physical Therapy Centers, child and adolescent group or foster homes, senior centers, and at IHS facilities as stated in paragraph 4 of this FA, to the extent that IHS funds are available. In addition to the services listed, WIHCC will arrange for purchased referred care ("PRC") to supplement the services provided directly by WIHCC to the extent funds are available for that purpose.

The parties acknowledge and agree that the main campus for WIHCC programs and services will transition during the term of this multi-year Funding Agreement ("FA") from Winslow to Dilkon, AZ as the Dilkon Medical Center is completed and occupied and other changes occur within current WIHCC facilities. The parties recognize that the programs and services currently provided in FY 2021 will change during the term of the current multi-year FA and agree to negotiate changes to this Attachment A as changes occur.

Integrated in many of WIHCC's programs and services, beginning in FY 2020, is COVID-19 testing and response activities. Some of these programs and services have been and are funded with CARES Act funding, and funding from sources other than the IHS. Funds appropriated for COVID-19 purposes will be expended consistent with the purposes for which they were appropriated.

The Winslow Indian Health Care Center provides medical care including:

1. General ambulatory care clinical services. WIHCC provides primary care physicians, nurse practitioners, physician assistants and podiatrists providing care in a family practice model using a Patient Centered Medical Home (PCMH) model for healthcare delivery. General ambulatory services include laboratory and radiology services.

2. Nursing Services – WIHCC provides nursing services for patients in multiple areas at primary, secondary and tertiary levels, including but not limited to: primary care, urgent care, specialty care, employee health, and quality management. These services include direct patient care, case management and care coordination, and administration.

3. Urgent care – WIHCC provides urgent care and emergent services in stabilizing and transporting patients.

4. Medical Transport – WIHCC provides medical inter-facility patient transport.

5. Specialty care – WIHCC provides care for specialized needs including but not limited to neurology, rheumatology, cardiology, nephrology, surgical, obstetrics, orthopedics, podiatry, and ophthalmology. With respect to specialty services,

WIHCC's specialists may on occasion provide services to other IHS-eligible patients at IHS facilities, at which WIHCC specialists have appropriate privileges, and with which WIHCC has executed signed agreements for such services.

6. Physical Therapy - WIHCC provides physical therapy services, including medically prescribed and monitored exercise and fitness programs. These services will include: musculoskeletal, orthopedic, rehabilitative, functional, preventive, and all other intervention services as outlined in the 'Guide to Physical Therapy Practice', published by the American Physical Therapy Association, including referrals from clinical providers for weight loss, diabetes management, and physical rehabilitation.

7. Maternal Child Health – WIHCC provides pre- and post-natal care. Obstetric and Labor/Delivery services are provided by WIHCC's Family Practitioner in collaboration with LCMC.

8. Women's Health Program- WIHCC provides diagnostic service and cancer screening for women, and provides comprehensive technical and administrative advice and assistance to the Navajo Nation, Navajo Family Health Resource Network, and the Navajo Area Indian Health Service.

9. Optometry – WIHCC provides optometry services for patients including a wide range of diagnostic exams. Prescription eyewear is also provided to patients meeting WIHCC criteria.

10. Dental care – WIHCC provides dental care to eligible patients of all ages, including routine and emergency dentistry as well as denture services, sealants, implants, and other dental needs. A dental mobile van provides preventive services and dental care at community schools and Head Start centers, and at child and adolescent group or foster homes.

11. Nutrition services – WIHCC provides food and nutritional services including provision of food to patients, food services for staff and guests, and provision of nutritional services to beneficiaries.

12. Mental health – WIHCC provides mental health services for behavioral health issues, and psychiatric and social services.

13. Alcohol and Substance abuse – WIHCC provides outpatient care for substance abuse issues.

14. WIHCC may provide necessary health care services to beneficiaries at remote sites via telemedicine and telepsychiatry, including such services as listed in paragraph 4 of this FA, to IHS sites.

15. Mobile van outreach- provides limited primary and preventive care, dental, wellness and public health services throughout the Winslow service delivery area, including but not limited to senior centers.

16. Community Health Division – provides for health promotion initiatives involving communities and schools. Extensively involved with annual Wellness Conference

incorporating traditional beliefs with modern health care. Incorporates various aspects of health promotion including:

a. Environmental Health – WIHCC program activities include, but are not limited to institutional and temporary food sanitation training, vector-borne, enteric, and other environmentally related disease outbreak investigations as needed, comprehensive environmental health surveys of institutional facilities such as Head Start, correction facilities, day care facilities, group homes, schools, community centers, senior centers, etc.
b. Injury Prevention Program – WIHCC program activities include, but are not limited to community injury surveillance, community education and training on local injury issues, facilitation of community coalitions, and injury prevention project development. Maintenance of local community injury statistics (injury epidemiology) is the foundation of the Injury Prevention Program.
c. Health education – WIHCC provides education to service delivery area including current health education initiatives of diabetes, smoking cessation, exercise, substance abuse, suicide prevention, nutrition and communicable diseases, such as COVID-19. Works with Navajo Nation Special Diabetes Project and other sectors to provide comprehensive health information.
d. Complementary Therapeutic Treatment Program – WIHCC provides complementary and alternative medicine ("CAM") patient care services, including, but not limited to massage therapy, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition, and which are provided either (a) through a referral from the primary care provider (defined as MD, DO, DDS, DMD, PA, APN, DPM) on the WIHCC medical staff or (b) by a WIHCC medical staff member who is credentialed and privileged as required by WIHCC's accrediting or certifying body for the specific CAM services to be provided.
e. Traditional medicine – WIHCC provides services based on traditional Navajo healing practices, including coordination of services, research and training in order that traditional healing may be incorporated "side-by-side" with medical practices to further incorporate traditional values, beliefs, or practices for the benefit of patients and families. Pursuant to 25 U.S.C. § 1680u, the United States is not liable for any provision of traditional health care practices pursuant to the Indian Health Care Improvement Act (IHCIA) that results in damage, injury, or death to a patient.
f. Public Health Nursing – WIHCC provides public health nursing services throughout the Winslow service delivery area including some home services; visits to senior centers, schools, and Head Start programs; worksites; immunizations; and referrals. Public Health Nursing include communicable disease management, including without limitation, COVID-19.
g. Diabetes – WIHCC provides primary, secondary and tertiary care in a comprehensive program that includes diabetes clinics, diabetic nurse visits, nutrition, wound care, and other support activities promoting diabetes prevention and care. Services include programs and activities at the WIHCC Hozhoogo Iina Wellness Center and in the communities provided through the Hozhoogo Iina Wellness Program mobile van.

17. Pharmacy – provides pharmaceutical care to patients that includes prescription services along with immunizations and medication management clinics for anticoagulation, insulin, asthma and other conditions. Also, provides telepharmacy services to Leupp and Dilkon for pharmacists' care to patients.

18. Employee Health Services: WIHCC will provide limited health care services, consistent with 5 U.S.C. § 7901(c), other applicable law and NAIHS Circular 00.1, to its employees carrying out the FA, through an employee health program designed to comply with Occupational Health and Safety Administration (OSHA) and accrediting agency requirements.

19. School-based Services: WIHCC may also provide school-based services, including screening and preventive services, as well as problem-focused direct patient care. These services will be restricted to IHS beneficiaries, and may include medical, dental, eye care, behavioral health, and family planning services.

21. Purchased and Referred Care: WIHCC provides contract health care (CHS)/purchased and referred care (PRC) consistent with published IHS CHS/PRC eligibility regulations at 42 C.F.R. Part 136, and medical priorities that are not more restrictive than NAIHS funded medical priorities to eligible NAIHS-PRC Indian beneficiaries. WIHCC will pay for all NAIHS-PRC eligible patients referred from its facilities, provided, that NAIHS and contracted and compacted NAIHS programs also pay for all NAIHS-PRC eligible patients referred from their respective facilities. In the event one or more NAIHS or contracted or compacted NAIHS programs elect not to administer their PRC program in accordance with the "he who refers pays" administrative practice, WIHCC retains the option to discontinue the "he who refers pays" administrative practice and to negotiate with NAIHS terms for a mutually acceptable PRC administrative practice.

22. Other Programs/Services: Including, but not limited to, any new or expanded health care program funded during FYs 2021-2025 including programs identified in the IHCIA, as amended and reauthorized, any new health care program resulting from reallocation of funds and redesign of programs in accordance with the terms and conditions of the FA, and any new programs or services authorized or mandated by federal legislation, subject to the applicable provisions of Title V of the ISDEAA and section 8(b) of the FA.

In addition to the clinical services described above, WIHCC provides the following services, among other related services, in administering the health program and providing health care services for eligible beneficiaries:

1. Administrative Services: Including, but not limited to, developing, coordinating, and administering the organization's policies on personnel, including staffing, recruitment, and retention, job classification, pay and benefits administration, training and development, employee relations, finance, accounting, payroll, insurance, internal control, auditing, materials management, and human resources. Consistent with its mission to provide high quality cost-effective health care, WIHCC may work with CMS and other payers to find innovative models for health care delivery and reimbursement, align itself with an Accountable Care Organization and/or participate in a Medicare shared savings program.

2. Executive Direction: Including, but not limited to, program planning, including both strategic and operational planning, financial management, human resources management, and ensuring that the program meets or exceeds applicable regulatory standards. Includes medical staff office functions including, but not limited to,

credentialing, privileging, committee support, and functions related to regulatory requirements. Includes activities of the Board of Directors, and related functions and activities.

3. Financial Management: Including, but not limited to, organizing, coordinating, and executing budget and financial operations for WIHCC, including the Dilkon Medical Center Title V Construction Project Management Agreement, as modified, and coordination of efforts with the Office of Tribal Self-Governance and Navajo Area Office personnel and finance-related systems, including management of reserve accounts.

4. Contracts, and Grants Management: Including, but not limited to, contract, grant and other funding proposal research, development, preparation and records and files management, administration and monitoring of any such awards relating to the PFSAs included in this Attachment and the FA.

5. Business Office/Revenue Cycle functions: Including, but not limited to, collecting data on reimbursable expenses incurred by patients and clients, generating bills for collection from other payers (Medicare, Medicaid, and Private Insurance) conducting utilization review, insurance verification, and collections activities.

6. Public Relations: Including, but not limited to, responding to media inquiries, preparing materials and information for public distribution and display via all available mass media forums, and providing technical assistance for presentations and displays.

7. Human Resources: Including, but not limited to, administering and implementing policies and procedures related to direct hire employees and IHS employees assigned under IPA agreements and MOAs.

8. Information Technology Services: Providing technical support for hardware, software, applications development, telecommunications, non-technical information, overall systems and operations management.

9. Health Information Management/"Medical Records": Including, but not limited to, maintaining paper and electronic medical records for all patients being seen at WIHCC from all service areas; record storage and retrieval, review and analysis of medical records, transcriptions, coding, discharges, and managing release of medical information. Records will be kept in accordance with applicable regulations and in a manner to ensure accreditation and compliance with HIPAA.

10. Property and Supply: Coordinating and providing logistical management for support services and operations related to supplies and property. Services range from management and distribution of supplies, equipment and mail, to overseeing rental and maintenance contracts, to inventory control of equipment and property, and maintenance and management of biomedical devices and equipment.

11. Environmental Services Including provision of routine cleaning of facilities in patient care and non-patient care areas of all facilities; unscheduled and/or housekeeping services that are considered necessary for health, safety, or patient care and related functions.

12. Laundry and Linen Service: Including, but not limited to, managing and providing laundry services for facilities operated under this FA.

13. Security Services: Including, but not limited to, providing required safety and security for patients, employees and property at facilities operated under this FA.

14. Hospital/Facility Safety and Environmental Services: Including, but not limited to, safety management programs; emergency management, hazard surveillance monitoring; hazardous materials and waste management; monitoring for security, pest control, regulated medical wastes and hazardous waste; assisting department managers with their responsibility to monitor the interior of facilities for repairs, and activities related to accreditation surveys.

15. Biomedical Services: Including, but not limited to, assuring the use of safe and functional equipment in diagnosis and treatment of patients through an equipment management program, including repairs and preventive maintenance.

16. Contracts and Facilities Management: Including, but not limited to, management of contracting activities, Facility Management and facility procurement, maintenance, and renovation activities, including Maintenance and Improvement (M&I) and Medicaid and Medicare (M&M) projects and activities.

17. Facilities Maintenance: Including, but not limited to, maintenance and improvement and routine maintenance of all facilities operated under this AFA, including repairing and providing necessary upkeep of all buildings and grounds.

18. Transportation of Patients: Including, but not limited to, transportation by ground and air ambulance to appropriate facilities in case of emergency, as well as non-emergent transportation of selected patients.

19. Veterans Administration: WIHCC assists veterans in determining eligibility for VA services and programs, and bills the VA for eligible services provided to enrolled veterans.

FY2021 Self-Governance Funding Agreement Table

Tribe: Winslow Indian Health Care Center, Inc. **Compact No.: 63G110103**

		Program			Area Office Shares			HQ Shares			TOTALS		
	Sub-Activity	Funding Agreement Amount	Retained Services Amount	Program Amount to be Received	Funding Agreement Amount	Retained Services Amount	AOS Amount to be Received	Funding Agreement Amount	Retained Services Amount	HQS Amount to be Received	Funding Agreement Amount	Retained Services Amount	Total Amount to be Received
No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
(1)	Hospital & Clinics	10,861,918	-	10,861,918	314,037	(40,950)	273,087	538,344	(343,687)	194,657	11,714,299	(384,637)	11,329,662
(2)	Dental	1,434,937	-	1,434,937	48,210	-	48,210	27,227	-	27,227	1,510,374	-	1,510,374
(3)	Mental Health	508,227	-	508,227	-	-	-	23,082	-	23,082	531,309	-	531,309
(4)	Alcohol & Substance Abuse	158,854	-	158,854	19,581	-	19,581	-	-	-	178,435	-	178,435
(5)	Public Health Nursing	601,316	-	601,316	-	-	-	-	-	-	601,316	-	601,316
(6)	Health Education	-	-	-	-	-	-	-	-	-	-	-	-
(7)	Community Health Rep	-	-	-	-	-	-	-	-	-	-	-	-
(8)	Immunization (AK only)	-	-	-	-	-	-	-	-	-	-	-	-
(9)	Direct Operations	-	-	-	71,587	(31,352)	40,235	167,668	(14,007)	153,661	239,255	(45,359)	193,896
(10)	Self-Governance	-	-	-	-	-	-	-	-	-	-	-	-
(11)	Total Services	13,565,252	-	13,565,252	453,415	(72,302)	381,113	756,321	(357,694)	398,627	14,774,988	(429,996)	14,344,992
(12)	Purchased Referred Care	7,501,657	-	7,501,657	-	-	-	32,511	-	32,511	7,534,168	-	7,534,168
(13)	Total No Year Services	7,501,657	-	7,501,657	-	-	-	32,511	-	32,511	7,534,168	-	7,534,168
(14)	Environmental Health Support	288,757	-	288,757	44,667	(44,667)	-	-	-	-	333,424	(44,667)	288,757
(15)	Facilities Support	439,285	-	439,285	124,182	(86,569)	37,613	-	-	-	563,467	(86,569)	476,898
(16)	OEHE Support	-	-	-	-	-	-	14,954	-	14,954	14,954	-	14,954
(17)	Total Indian Health Facilities	728,042	-	728,042	168,849	(131,236)	37,613	14,954	-	14,954	911,845	(131,236)	780,609
(18)	Contract Supp Cost - Direct	871,453	-	871,453	-	-	-	-	-	-	871,453	-	871,453
(19)	Contract Supp Cost - Indirect	7,478,878	-	7,478,878	-	-	-	-	-	-	7,478,878	-	7,478,878
(20)	Total CSC	8,350,331	-	8,350,331	-	-	-	-	-	-	8,350,331	-	8,350,331
(21)	Grand Total Funding Agreement	30,145,282	-	30,145,282	622,264	(203,538)	418,726	803,786	(357,694)	446,092	31,571,332	(561,232)	31,010,100

Note: 1. All estimates are based on FY2020 appropriations and these amounts will be adjusted based upon the enacted FY2021 appropriations.
2. Amounts may not exactly match due to rounding. Rounding errors of $1 - $2 are typical and may cause a slight difference between "Actuals" and "Estimates". In such cases, the "Actuals" amount is considered definitive.

Approved: _____ Date: 9/17/2020

ATTACHMENT B

WINSLOW INDIAN HEALTH CARE CENTER, INC.

Winslow, AZ

SECTION 106(a)(1) BASE FUNDING

FISCAL YEAR 2021

As of 09/17/20

Budget Category	FY2020 Funding Base	FY2020 Program Adjustments	FY2021 Funding Base
Hospital & Clinics	$ 10,861,918	$ -	$ 10,861,918
Dental	$ 1,434,937	$ -	$ 1,434,937
Mental Health	$ 508,227	$ -	$ 508,227
ASAP	$ 158,854	$ -	$ 158,854
Public Health Nursing	$ 601,316	$ -	$ 601,316
Purchased Referred Care	$ 7,501,657	$ -	$ 7,501,657
Environmental Health Support	$ 285,082	$ 3,675	$ 288,757
Facilities Support	$ 433,716	$ 5,569	$ 439,285
TOTAL	**$ 21,785,707**	**$ 9,244**	**$ 21,794,951**

Footnotes:

1) Funding amounts reflect FY2020 appropriations and FY2020 Program increase; these funding amounts will be adjusted based upon the enacted FY2021 appropriations and program increases, inflation and rescissions.

ATTACHMENT C

Winslow Indian Health Care Center, Inc.

FY2021 Area Office Shares

	Program Activities	FY2021 Recurring Base (1)	FY2021 Residual (Less) (2)	FY2021 Funding Base (3)	% of 1998Total Users 253,822 (4)	Foot Notes (5)	FY2021 Total Shares (6)	FY2021 Shares Taken by Winslow (7)	FY2021 Shares Retained by IHS (8)
	Hospitals & Clinics								
001	Office of the Area Director	59,653	0	59,653	6.303%		3,760	0	3,760
129	Attorney	553,517	(243,891)	309,626	6.303%		19,516	19,516	0
082	Office of Ind Self Determination	117,219	0	117,219	6.303%		7,388	7,388	0
107	EEO	0	0	0	6.303%		0	0	0
023	Purchased/Referred Care	90,783	0	90,783	6.303%		5,722	0	5,722
002	Financial Management	1,258,663	(565,572)	693,091	6.303%		43,686	43,686	0
005	Admin Services	49,435	0	49,435	6.303%		3,116	2,804	312
028	Information Resource Management	456,473	(190,313)	266,160	6.303%		16,776	0	16,776
007	Acquisition	1,140,095	(160,967)	979,128	6.303%		61,714	61,714	0
003	Human Resources	1,961,747	(166,954)	1,794,793	6.303%		113,126	113,126	0
017	Medical Records	9,494	0	9,494	6.303%		598	598	0
047	EMS	0	0	0	N/A		0	0	0
018	Nursing Admin	0	0	0	6.303%		0	0	0
009	Professional Stds & Recruit	228,139	0	228,139	6.303%		14,380	0	14,380
	subtotal	**5,925,218**	**(1,327,697)**	**4,597,521**			**289,782**	**248,832**	**40,950**
034	Model Diabetes Prog	295,013	0	295,013	N/A		0	0	0
112	HP/DP (SR)	189,203	0	189,203	P/F	1)	24,255	24,255	0
	subtotal	**484,216**	**0**	**484,216**			**24,255**	**24,255**	**0**
	Pinon Support	189,506	0	189,506	N/A		0	0	0
	Red Mesa Support	189,506	0	189,506	N/A		0	0	0
	subtotal	**379,012**	**0**	**379,012**			**0**	**0**	**0**
	Total Hospital & Clinics	**6,788,446**	**(1,327,697)**	**5,460,749**		2)	**314,037**	**273,087**	**40,950**
068	**Dental Health**								
	Dental Program minus Flouride	523,389	0	523,389	6.303%		32,989	32,989	0
	Dental OEH Flouridation	60,000	0	60,000	N/A		0	0	0
	Biomedical Support	241,488	0	241,488	6.303%		15,221	15,221	0
	Total Dental	**824,877**	**0**	**824,877**			**48,210**	**48,210**	**0**
039	**Alcohol & Substance Abuse**								
	ASAP	310,664	0	310,664	6.303%		19,581	19,581	0
	None for the Road	0	0	0	N/A		0	0	0
	Total Alcohol	**310,664**	**0**	**310,664**			**19,581**	**19,581**	**0**
	Direct Operations								
001	Office of the Area Director	1,298,581	(1,257,786)	40,795	6.303%		2,571	0	2,571
001	Office of the Area Director-Travel	12,500	0	12,500	6.303%		788	788	0
082	Office of Ind Self Determination	276,185	(228,259)	47,926	6.303%		3,021	3,021	0
107	EEO	145,207	0	145,207	6.303%		9,152	9,152	0
006	Third Party Resources	170,433	0	170,433	6.303%		10,742	10,742	0
023	Purchased/Referred Care	170,933	0	170,933	6.303%		10,774	0	10,774
002	Financial Management	276,185	(251,417)	24,768	6.303%		1,561	1,561	0
005	Admin Services	168,135	0	168,135	6.303%		10,598	10,598	0
004	Property Management	259,929	(206,386)	53,543	6.303%		3,375	3,375	0

		FY2021 Recurring Base	FY2021 Residual (Less)	FY2021 Funding Base	% of 1998Total Users 253,822	Foot Notes	FY2021 Total Shares	FY2021 Shares Taken by Winslow	FY2021 Shares Retained by IHS
	Program Activities	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
028	Information Resource Management	222,952	(219,184)	3,768	6.303%		237	0	237
007	Acquisition	231,310	(228,259)	3,051	N/A		0	0	0
003	Human Resources	259,723	(243,891)	15,832	6.303%		998	998	0
008	Program Planning & Evaluation	131,373	0	131,373	6.303%		8,280	0	8,280
018	Nursing Admin	150,566	0	150,566	6.303%		9,490	0	9,490
	Total Direct Operations	**3,774,012**	**(2,635,182)**	**1,138,830**			**71,587**	**40,235**	**31,352**

		FY2021 Recurring Base	FY2021 Residual (Less)	FY2021 Funding Base	% of 1998Total Users 253,822	Foot Notes	FY2021 Total Shares	FY2021 Shares Taken by Winslow	FY2021 Shares Retained by IHS
	Program Activities	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Facilities Support								
015	Bio-Med	596,743	0	596,743	6.303%		37,613	37,613	0
	Pinon Support	69,301	0	69,301	N/A		0	0	0
	Ft. Defiance Support	0	0	0	N/A		0	0	0
	Kayenta Support	154,650	0	154,650	N/A		0	0	0
	Red Mesa Support	157,214	0	157,214	N/A		0	0	0
	subtotal	**977,908**	**0**	**977,908**			**37,613**	**37,613**	**0**
004	Real Property	171,336	0	171,336	6.303%		10,799	0	10,799
	Pinon Support	21,000	0	21,000	N/A		0	0	0
	Ft. Defiance Support	0	0	0	N/A		0	0	0
	Kayenta Support	154,650	0	154,650	N/A		0	0	0
	Red Mesa Support	47,639	0	47,639	N/A		0	0	0
	subtotal	**394,625**	**0**	**394,625**			**10,799**	**0**	**10,799**
014	Facility Management	1,684,569	(482,450)	1,202,119	6.303%		75,770	0	75,770
	Pinon Support	212,102	0	212,102	N/A		0	0	0
	Ft. Defiance Support	0	0	0	N/A		0	0	0
	Kayenta Support	154,650	0	154,650	N/A		0	0	0
	Red Mesa Support	471,337	0	471,337	N/A		0	0	0
	subtotal	**2,522,658**	**(482,450)**	**2,040,208**			**75,770**	**0**	**75,770**
	Quarters, SU Funded	90,664	0	90,664	N/A		0	0	0
	Pinon Support	10,501	0	10,501	N/A		0	0	0
	Ft. Defiance Support	0	0	0	N/A		0	0	0
	Kayenta Support	0	0	0	N/A		0	0	0
	Red Mesa Support	23,821	0	23,821	N/A		0	0	0
	subtotal	**124,986**	**0**	**124,986**			**0**	**0**	**0**
	Total Facilities Support	**4,020,177**	**(482,450)**	**3,537,727**			**124,182**	**37,613**	**86,569**
032	**Environmental Health Support**								
	DOH -638 Contract	235,540	0	235,540	N/A		0	0	0
	Area Office Support	579,668	(347,084)	232,584	6.303%		14,660	0	14,660
	S.U. Operation	1,299,120	0	1,299,120	N/A		0	0	0
	Chinle/Pinon	33,022	0	33,022	N/A		0	0	0
	Ft. Defiance	171,436	0	171,436	N/A		0	0	0
	Shiprock/Red Mesa	72,714	0	72,714	N/A		0	0	0
	Winslow	252,463	0	252,463	N/A		0	0	0
	Kayenta	560,000	0	560,000	N/A		0	0	0
	S.U. Non-Recurring	0	0	0	N/A		0	0	0
	subtotal	**3,203,963**	**(347,084)**	**2,856,879**			**14,660**	**0**	**14,660**
	Occup. Health & Safety Management	**476,073**	**0**	**476,073**	**6.303%**		**30,007**	**0**	**30,007**
	subtotal	**476,073**	**0**	**476,073**			**30,007**	**0**	**30,007**
031	**Sanitation Fac. Const.**								
	Area Wide Operations	5,302,051	(581,126)	4,720,925	N/A		0	0	0
	Chinle/Pinon	64,527	0	64,527	N/A		0	0	0
	Ft. Defiance	334,184	0	334,184	N/A		0	0	0
	Shiprock/Red Mesa	142,582	0	142,582	N/A		0	0	0
	SFCB - 86-121	0	0	0	N/A		0	0	0
	O&M Training (NTUA)	0	0	0	N/A		0	0	0
	NECA contract	129,636	0	129,636	N/A		0	0	0
	subtotal	**5,972,980**	**(581,126)**	**5,391,854**			**0**	**0**	**0**

		FY2021 Recurring Base	FY2021 Residual (Less)	FY2021 Funding Base	% of 1998Total Users 253,822	Foot Notes	FY2021 Total Shares	FY2021 Shares Taken by Winslow	FY2021 Shares Retained by IHS
	Program Activities	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
114	**Injury Prevention**								
	Area & SU Projects	238,181	0	238,181	N/A		0	0	0
	IP - NAO	122,093	0	122,093	N/A		0	0	0
	IP - Ft Defiance	22,352	0	22,352	N/A		0	0	0
	IP - Chinle	40,666	0	40,666	N/A		0	0	0
	IP - Sage	12,101	0	12,101	N/A		0	0	0
	IP - GIMC	48,477	0	48,477	N/A		0	0	0
	IP - Crownpoint	24,324	0	24,324	N/A		0	0	0
	IP - Winslow	24,151	0	24,151	N/A		0	0	0
	subtotal	**532,345**	**0**	**532,345**			**0**	**0**	**0**
	Total OEH	**10,185,361**	**(928,210)**	**9,257,151**			**44,667**	**0**	**44,667**
	TOTALS	**25,903,537**	**(5,373,539)**	**20,529,998**			**622,264**	**418,726**	**203,538**
1)	*FY2011* - P/F (Program Formula) - $25,000 available for each of 8-Service Units minus $8,740 for Sage contract = $16,260								
	FY2013 - all recurring funds were subject to sequestrations and recissions; this includes HP/DP funds.								
	All shares are estimates based on FY2020 appropriations and these amounts will be adjusted based upon the enacted FY2021 appropriations.								
2)	Less Area-Wide Director's emergency fund - non-recurring								

ATTACHMENT C-A

Winslow Indian Health Care Center, Inc.

FY2021 Area Office Reserve Shares

		FY2021 Recurring Base	FY2021 Total Shares
	Program Activities	**(1)**	**(2)**
	Hospitals & Clinics		
001	AW Contingency Fund	4,170,599	262,873
	Purchased Referred Care		
023	PRC Contingency Fund	716,615	45,168
	TOTALS	**4,887,214**	**308,041**

NOTE: All shares are estimates based on FY2020 appropriations and these amounts will be adjusted based upon the enacted FY2021 appropriations.

Table #4:

HQ PFSAs for FY 2020 TSA and Program Formula Lines
PSFA Budget and Available Shares
Interim Estimates Based on FY 2019 IHS Appropriation

Navajo - WINSLOW FA

TSA Shares allocable to this contract or compact **$788,827**

01-Hospitals and Clinics	TSA	PF	*Budget*	*Shares*	*Cntrd. Previously**	*Retain*	*Contract*
0101 - Emergency Fund	☐	☑	$3,956,016				
0104 - Inter-Agency Agreements	☐	☐	$0				
0105 - Management Initiatives	☐	☑	$2,049,512				
0106 - A.C.O.G. Contract	☑	☐	$98,592	$994	$993		993
0107 - H.P./D.P. Initiatives	☑	☐	$3,484,867	$18,101	$18,101		18,101
0110 - N.E.C.I.	☑	☐	$1,107,951	$11,175	$11,175		11,175
0111 - Nurse Initiatives	☑	☐	$1,287,656	$12,671	$12,670		12,671
0112 - Nursing Costeps	☑	☐	$648,528	$6,541	$6,540		6,541
0113 - Chief Clinical Consultant	☑	☐	$277,340	$2,798	$2,798		2,798
0115 - Emergency Medical Svcs	☑	☐	$465,222				
0117 - Traditional Advocacy Program	☑	☐	$100,578				
0118 - Research Projects	☑	☐	$1,283,252	$12,878		12,878	
0119 - A.A.I.P. Contract	☑	☐	$26,731	$270	$270		270
0120 - Clinical Support Center-Phoenix	☑	☐	$1,744,883	$18,621		18,621	
0121 - Costeps-Non Physicians	☑	☐	$81,839	$824		824	
0123 - Physician Residency	☑	☐	$277,416	$2,798	$2,799		2,799
0124 - Recruitment/Retention	☑	☐	$2,057,393	$20,753		20,753	
0125 - U.S.U.H.S., etc.	☑	☐	$3,071,317	$30,982	$30,982		30,982
0126 - D.I.R. Support Fund	☑	☐	$24,915,898	$250,675	$39,002	211,673	39,002
0127 - Evaluation	☑	☐	$1,063,992	$10,735	$10,734		10,735
0128 - National Indian Health Board	☑	☐	$459,114	$4,599		4,599	
0129 - Albuq/HQ Administration	☑	☐	$892,404	$10,177		10,177	
0130 - Nutrition Training Center	☑	☐	$345,053	$3,762	$3,762		3,762
0131 - Diabetes Program-Albuq/HQ	☑	☐	$1,295,589	$13,620	$13,589	31	13,589
0132 - Cancer Prevention-Albuq/HQ	☑	☐	$716,968	$7,585	$7,585		7,585
0133 - Health Records	☑	☐	$136,277	$1,083	$1,085		1,085
0134 - AIDS Program	☑	☐	$422,971				
0135 - Handicapped Children	☑	☐	$346,083	$3,669	$3,669		3,669
0137 - National DIR Support-Albuq/HQ	☑	☐	$8,292,508	$84,008	$19,877	64,131	19,877
0154 - Prescription Drug Monitoring	☑	☐	$1,002,361	$9,020	$9,022		9,022
			$61,908,311	***$538,339***	***$194,653***	343,687	194,657

02-Dental Health	TSA	PF	*Budget*	*Shares*	*Cntrd. Previously**	*Retain*	*Contract*
0201 - IHS Dental Program	☑	☐	$2,505,120	$27,227	$27,227		27,227
0202 - IHS Dental Program - PgmFormula	☐	☑	$5,269,192				
			$7,774,312	***$27,227***	***$27,227***		

03-Mental Health	TSA	PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0301 - Technical Assistance	☑	☐	$1,542,507	$15,691	$15,691		15,691
0302 - C.M.I. Grants	☑	☐	$628,310	$6,311	$6,311		6,311
0303 - National Conference	☑	☐	$107,552	$1,080	$1,080		1,080
0305 - Technical Assistance - PgmFormula	☐	☑	$0				
			$2,278,369	***$23,082***	***$23,082***		

04-Alcohol/Sub. Abuse	TSA	PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0401 - Clinical Advocacy	☑	☐	$3,148,617				
0402 - Collaborative Initiatives	☑	☐	$848,033				
			$3,996,650				

05-Purchased/Referred C	TSA	PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0504 - PRC Reserve and Undistributed	☑	☐	$3,377,832	$32,511	$32,511		32,511
			$3,377,832	***$32,511***	***$32,511***		

06-Public Health Nursing	TSA	PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0601 - Preventive Health Initiatives	☑	☐	$951,210				
			$951,210				

07-Health Education	TSA	PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0701 - IHS Health Education Program	☑	☐	$1,133,793				
			$1,133,793				

08-CHR	TSA	PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0801 - IHS CHR Program	☑	☐	$2,412,266				
			$2,412,266				

13-Direct Operations	TSA	PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
1301 - Direct Operations - Rockville	☑	☐	$16,564,335	$167,668	$153,661	14,007	153,661
1302 - Direct Operations - Dental	☑	☐	$0				
			$16,564,335	***$167,668***	***$153,661***		

Other:	Note: For shares in line 2401-2405, please refer to Table 4F to be provided by Area.	Retain	Contract

* Displays shares contracted previously adjusted for inflation and pay costs. If inter-tribal agreements applies, the contracted amount may include additional shares belonging to other Tribes for services this contract provides to them.

Negotiated Totals	Retain	Contract

These NOTES clarify guidance that has been printed on Table #4 since 1997. The clarification more fully describes but does not alter policies in effect. The term "contracted" here means both contract and compact agreements.

FREESTANDING AND CONNECTED PSFA: Column 7 of Table #3 identifies whether a headquarters (HQ) PSFA is either freestanding or intricately connected with a corresponding PSFA based in the field. The majority of HQ PSFAs are freestanding, e.g., independent of field based PSFA. A Tribe may contract for freestanding HQ PSFAs whether or not it contracts for field based PSFAs. Alternatively, 17 HQ based PSFA are intricately connected with field based PSFA. If a Tribe considers contracting any of the intricately connected HQ PSFA without contracting the operationally connected field based PSFA, the IHS ALN may be able to identify potential trade-offs of contracting one without the other.

PARTIAL SHARES: If a Tribe chooses to contract for a portion of a HQ based PSFA and retain IHS to carry out the remaining portion, record the portions of contracted and retained funding in spaces provided on Table 4. Separately note the extent and type of services that HQ will provide to the contract with the retained funds. If the period of contract performance is less than a full year, the fraction of full year funds to be contracted is the fraction of the full year period that is to be contracted.

TRIBAL SIZE ADJUSTMENT (TSA) FORMULA: Because individual custom formula are burdensome and impractical for all 76 HQ PSFA, a generalized TSA formula developed with Tribal consultation applies to the majority of HQ PSFA. Shares were jointly calculated for the majority of HQ PSFA by the TSA formula in 1997.

PROTECTIONS AND PROPORTIONAL ADJUSTMENTS: In accordance with Section 508(d)(1)(C)(ii) of the ISDEAA, Tribal shares are protected from reductions in subsequent years except for narrow reasons specified in statute. Therefore, in years after 1997 each Tribe's base shares are adjusted higher if additional appropriations are provided to maintain current services levels, e.g., inflation and pay costs, or adjusted lower if a budget rescission, sequester, or appropriation reduction applies. Any such adjustments apply in a proportional manner to all shares. However, if 1) additional funds are appropriated to expand the scope or extent of performance of HQ PSFAs and 2) such funds are not earmarked or narrowly restricted, then for such funding increases the IHS determines each Tribe's additional share by reapplying the TSA formula to the latest available population data. Any such calculated additional shares are added to the Tribe's base shares for subsequent years. Shares determined by the TSA formula are considered recurring to the contract except in cases specified in statute.

PROGRAM FORMULA (PF) PSFA: A formula customized for an individual PSFA applies to a few HQ PSFA. Such program formula maybe recalculated annually and calculated shares may change from year to year. For example, Facilities and Environmental Health Support, lines 2401 - 2401, are recomputed annually and are displayed in separate Table 4F. If program formula calculations are incomplete at the time Table 4 is printed, blanks are displayed for the PSFA, but shares may be awarded later after program formula calculations are complete.

ROUNDING: Amounts may not exactly match due to rounding.

Table 4F
Estimated Area and Headquarters Facilities Appropriation Funds for FY 2021 SD/SG Negotiations

Current Funds Manager: NV,IHS--WINSLOW SU | Serv Type: T5
Possible SG Tribe or Org: Navajo Tribe - Winslow | For Fiscal Year: 2021
Tribes Served: Navajo
Comments: All amounts below are based on the projected FY'20 budget and may be updated based on the official FY'21 Congressional appropriation

HQ Line 3		Activity Description	AREA				HEADQUARTERS - Facilities Appropriation					
			FY 2020 Actual	FY 2021 Avail 106a1	FY 2021 Negotiated	Base Thru	Share Factor	FY 2020 Actual	FY 2021 Av 106a	FY 2021 Calcul	FY 2021 Negot	Base Thru
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
		Maintenance and Improvement (M&I)(2100)										
	1	Routine M&I IHS owned Facility	0	0	0	0						
	2	Routine M&I Tribally owned Facility	0	0	0	0						
	3	Project M&I IHS owned Facility	0	0	0							
	4	Project M&I Tribally owned Facility	0	0	0							
	a	Subtotal Non-base (26)	0	0	0							
	b	Subtotal base (26)	0	0	0							
2100		Total M&I (26	0	0	0		Calculated on line 2405a					
	5	M&I Environmental Remediation Projects					Available with accepted proposal					
2200	9	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10	Health Care Facilities (NEW) (00)					With line item construction project					
		Facilities and Environ Health Support (2400)										
		Environ Health Support Account (EHSA)										
	11	San Fac Constr (SFC) Support - Proj Related	0	0	0							
	12	AO SFC Program Mgmt - Proj Related	0	0	0							
	13	SFC Support - Non-project Related	0	0	0	0						
	14	AO SFC Program Management-Non-project Related	0	0	0	0						
	15	Other: otherSFC	0	0	0	0						
	a	Subtotal Non-Base (27)	0	0	0							
	b	Subtotal Base (27)	0	0	0							
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0356	0	0	0	0	
	d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0	0
2401		Total HQ-OEHE Support - SFC Related (29)						0	0	0	0	
	16	Environ Health Services - Basic Program	263,768	263,768	0	2020						
	17	Environ Health Services - Institutional Hlth	0	0	0	0						
	18	Environ Health Services - Injury Prevention	24,989	24,989	0	2020						
	19	AO Environmental Health Services Support	0	0	0	0						
	20	Other: otherEnviron	0	0	0	0						
	a	Subtotal Non-Base (27)	0	0	0							
	b	Subtotal Base (27)	288,757	288,757	0							
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0356	0	0	0	0	
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	10,280	0	0	2020
2402		Total HQ-OEHE Support - EHS Related (29)						0	10,280	0	0	
		Facilities Support Account (FSA)										
	31	Service Unit Operations	439,285	439,285	0							
	32	Biomedical	0	0	0							
	33	AO FSA Support	0	0	0							
	34	AO Real Property Support	0	0	0							
	35	AO Biomedical Program	37,613	37,613	0							
	36	M&I Engineering Support	0	0	0							
	37	Other: otherFSA	0	0	0							
		Total FSA (28)	476,898	476,898	0							
2403		HQ Facilities and Real Property Support										
	a	Total HQ - OEHE Support - FSA Related (29)					0.0098	0	4,674	0	0	
	b	HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0		226.5733	0	0	0	0	
2404		Facilities Planning and Construction Support					Available with line 2300					
2405		Engineering Services Support										
	a	M&I Contracting Services (29)					0.0032	0	0	0	0	
	b	New Health Care Facilities (29)					Available with line 2300					
2400		TOTAL Facilities and Environ Support (29)	765,655	765,655	0			0	14,954	0	0	
2500		Equipment Replacement (01)	0	0	0	0						
		SubTotal (Non-Base)	476,898	476,898	0			0	4,674	0	0	
		SubTotal (Base Budget Pilot)	288,757	288,757	0			0	10,280	0	0	
		GRAND TOTAL	765,655	765,655	0			0	14,954	0	0	

ATTACHMENT E

Navajo Area Indian Health Service
FY2021 Core Residual Plan

Departments	Total Cost
Office of the Director	$1,501,677
Financial Management	$816,989
Division of Administrative Services	$206,386
Acquisition	$389,226
Human Resources	$410,845
Information Resource Management	$409,497
Office of Indian Self-Determination	$228,259
Office of Environmental Health & Engineering:	
Facilities Management	$379,257
Office of OEHE Director	$450,277
Sanitation Facilities Construction	$581,126
Total for 25 Employees	**$5,373,539**

ATTACHMENT F

BUYBACK AGREEMENT

BETWEEN

WINSLOW INDIAN HEALTH CARE CENTER, INC.

AND

NAVAJO AREA INDIAN HEALTH SERVICE

FISCAL YEARS 2021-2025

Section 1 – General. Pursuant to Article VI, Section 2 of the Navajo Nation Health Compact ("Compact") between the Winslow Indian Health Care Center, Inc. ("WIHCC") and the Indian Health Service ("IHS"), WIHCC will utilize federal personnel in providing services under its FY 2021FA, as permitted by law and in accordance with the Compact, FY 20121-2025FA, individual Intergovernmental Personnel Act ("IPA") and Commissioned Officer assignment Memorandum of Agreement ("MOA") agreements among the parties, and this Buyback Agreement. WIHCC's use of federal employees and other services is contingent upon the availability of NAIHS resources to make available those federal employees and other services. WIHCC will pay to NAIHS the costs of IPA and MOA assignments, as detailed in section 2.4 of this Agreement, and administrative support costs, as set forth in section 2.6 of this Agreement, by making monthly payments to NAIHS as further described in this Agreement.

Section 2 – Costs and Payment Obligations; Reconciliation.

2.1 General Payment Obligations of WIHCC. WIHCC shall be responsible for reimbursing NAIHS for the total costs of all federal employees assigned to work for WIHCC during FY 2021-2025 pursuant to either an IPA or MOA, including administrative support costs detailed in section 2.6 below (collectively "Total IPA/MOA Costs"). (The estimated monthly IPA/MOA Costs are set forth in Appendix A.) WIHCC will reimburse NAIHS for the Total IPA/MOA Costs by submitting monthly payments to NAIHS no later than ten (10) days after receipt of a verified Bill of Collection ("BOC") from NAIHS itemizing the Total IPA/MOA Costs for that month.

2.2 FY 2013 Lump Sum Payment. Within ten (10) days following apportionment of the FY 2021-2025 IHS appropriations, the funds for IPA/MOA salary and other costs detailed in sections 2.4 and 2.6 of this Agreement will be paid to WIHCC as a lump sum advance payment for the remaining term of the FY 2021-2025 FA in accordance with Section 6 of the FA.

2.3 Quarterly Reconciliation. WIHCC and NAIHS shall meet as necessary for the purpose of reconciling all BOCs and payments made under this Agreement. A full

accounting and reconciliation of all IPA/MOA costs shall be completed within sixty (60) days of the end of the last day of the FA term. Within 30 days of completion of the final year end reconciliation, any overrecovery by NAIHS will be returned to WIHCC and any underrecovery by NAIHS will be paid by WIHCC to NAIHS.

2.4 Costs Associated with IPA/MOA Assignments.

Except as provided otherwise in this Agreement, 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 WIHCC. WIHCC will reimburse NAIHS for all such costs, which include but are not limited to the following:

2.4.1 Salary and employee benefit costs;

2.4.2 Permanent change of station costs;

2.4.3 Recruitment, relocation and retention bonuses, allowances and special pays;

2.4.4 That portion of any severance pay due an employee assigned to WIHCC and separated pursuant to a reduction in force by IHS attributable to the pro-rated length of time the employee was on IPA or MOA assignment to WIHCC, unless a greater portion of such costs are made available to WIHCC from IHS through contract support or other funds, and in that event, WIHCC shall reimburse that portion or all of such costs commensurate with the amount provided by IHS for that purpose;

2.4.5 To the extent that IHS Headquarters has not assumed responsibility for this cost, Unemployment Insurance compensation paid to federal employees who were assigned to WIHCC and are separated without cause from NAIHS;

2.4.6 Lump sum leave payments for IPA/MOA employees who leave federal service. The liability for accrued leave on existing, renewed and new IPAs/MOAs shall be the responsibility of WIHCC;

2.4.7 Costs associated with settling or resolving employment related disputes, subject to the terms specified in section 2.5 below; and

2.4.8 Administrative support, including centrally paid expenses, subject to the terms specified in section 2.6.

2.5 Costs Related to Employment Related Disputes.

2.5.1 Responsibilities of NAIHS. NAIHS shall be responsible for the payment of all costs of IHS Human Resources, Department of Health and Human Services (DHHS) Office of General Counsel, and other DHHS employees associated with the processing, settlement or other resolution of disciplinary actions, grievances, requests for investigation, or appeals to the Merit System Protection Board, the Equal Employment Opportunity Commission, the Office of Special Counsel, the Federal Labor Relations Authority or any other forum invoked by Federal employees assigned to WIHCC under an IPA or MOA, or by a union on behalf of such employees. NAIHS may recover these costs from WIHCC by including such costs in the monthly BOC provided for under section 2.1 of this agreement to the extent permitted under this section 2.5.

2.5.2 Reimbursable Employee Dispute Costs. The NAIHS may recover from WIHCC the following costs associated with processing, settlement or other resolution of employment disputes.

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 WIHCC may be recovered from WIHCC. Costs which may be charged to and recovered from WIHCC include, but are not limited to, awards and settlements consisting of back pay, compensatory/consequential damages and attorney fees and costs, travel costs necessary to investigate the case and represent NAIHS at hearings or in other proceedings during the applicable appeal process, costs of obtaining and preserving witness testimony, and other similar costs incurred as a result of NAIHS defending itself in these matters.

No salary costs of IHS employees, DHHS Office of General Counsel or other DHHS employees may be recovered from WIHCC.

2.6 Administrative Support Costs and Costs for Centrally Paid Expenses.

2.6.1 NAIHS Administrative Support Costs. For FY2021-2025, WIHCC will pay NAIHS Administrative support costs, as set out in Appendix A, in the amount of $50.00 per IPA/MOA employee per month. Administrative support costs will be itemized and shown on each monthly BOC, and reconciled quarterly. The administrative support services paid for under this Buyback Agreement will include a minimum of one visit to WIHCC per quarter to allow NAIHS to provide administrative support to IPAs detailed to WIHCC, and to assist IPAs with any federal employment related concerns, except that, such quarterly visit may not be held if it is mutually determined between the WIHCC and NAIHS Human Resource Departments that there is no need for such a visit. WIHCC Human Resource Department will refer IPA requests for administrative or other support regarding federal employment to the NAIHS Human Resource Department throughout each quarter to allow NAIHS and WIHCC to mutually develop an agenda for such quarterly visits, and to determine whether such requests may more effectively be addressed by phone call or e-mail response. The WIHCC Human Resource Department

will contact the NAIHS Human Resource Department at least one week prior to the end of each fiscal quarter to make a mutual determination that such quarterly visit is warranted and, if so, to coordinate the visit and discuss any issues pertinent to the visit. The quarterly visit will occur within the first two weeks following each fiscal quarter, a specific date to be mutually agreed upon by the parties.

2.6.2 Centrally Paid Expenses. Certain costs associated with IPA and MOA employees are paid centrally by IHS Headquarters and reimbursed from NAIHS and Service Unit funds. These are costs associated with financial management, Commissioned Corps, Personnel and Payroll and Human Resources assessments. NAIHS may recover these assessments from WIHCC by including an estimated amount in the monthly charge for each IPA and MOA, and documenting this amount on the BOC sent to WIHCC for payment. The cost charged WIHCC for each IPA/MOA may not exceed the actual cost per IPA/MOA employee paid by NAIHS. The estimated costs for IPA/MOA related Centrally Paid Expenses are shown on Appendix A.

2.6.3 Division of Commissioned Personnel Support Administrative Support Cost. This cost supports the salary, benefits, travel, training, and supplies for the Division of Commissioned Personnel Support Regional Liaison Offices. Liaisons serve as a crucial link between Headquarters and officers in the field by providing subject matter expertise in policy and administrative guidance; empower Commissioned Officers to make informed career decisions; advise and counsel Commissioned Officers, Civil Service supervisors and IHS Officials on Commissioned Officer policy, procedures and career development; serve as advocates for Commissioned Officers promoting culture of Commissioned Officers (vision, mission and values); advise upon and process vital personnel actions such as: assignments, electronic official personnel folder (e-OPF), promotions, adverse actions, grievances, pay, separations, performance evaluations, facilitate the deployment process, recruitment, awards and compliance with basic readiness. The cost is calculated based on the projected operating expenses of these Division of Commission Personnel Support Regional Offices divided by the number of all Commissioned Officers serving the Indian Health Service multiplied by the number of Commissioned Officers serving at WIHCC at a certain point in time. The estimated costs for Division of Commissioned Personnel Support Administrative Support are shown on Appendix A.

2.6.4 Limitation on Charges. Other than the charges specifically set out in this Agreement, there shall be no additional overhead, user or administrative charges or assessments related to IPA and MOA assignments under this Agreement, unless any such additional costs are agreed to by written amendment to this Agreement. The parties agree to negotiate any necessary amendment to this agreement in the event that NAIHS should incur any unforeseen costs in connection with its provision of such services.

2.7 Buybacks of other Goods and Services. The parties acknowledge that from time to time, WIHCC may request to buy back from NAIHS other goods and services. Upon request by WIHCC, NAIHS will evaluate whether it has resources necessary to carry out the agreement and determine the cost of the proposed agreement using the procedures set

forth in the DOI/DHHS Title I Internal Agency Procedures Manual. Payment will be made by WIHCC using an agreed upon payment schedule and method.

2.7.1 Native American Cardiology Program. For FY2021-2025, WIHCC will buy back from NAIHS only very limited services provided by the Native American Cardiology Program ("NACP"), based in Flagstaff, Arizona. NACP is a program providing specialty services and outreach to IHS facilities in northern Arizona, the costs for which are shared among participating facilities. NACP services will be provided to WIHCC as follows:

2.7.1.1 Services will be provided to WIHCC by Board Certified or eligible physicians.

2.7.1.2 The services of NACP cardiologists may include telephone, tele-health and fax consultation, echocardiographic interpretation, scheduled office consultation in Flagstaff as well as limited clinical and educational services on site at WIHCC. Any NACP cardiologists providing clinical services on-site at WIHCC will serve as members of WIHCC consulting medical staff.

2.7.1.3 Administrative staff will be available to maintain appointment and general schedules; to bill and to provide for correspondence and records maintenance for NACP cardiology; and to assist in the scheduling of cardiac procedures for NACP patients in Flagstaff.

2.7.1.4 Payment for NACP services. Within 30 calendar days of execution of the FY 2021-2025 Funding Agreement and Buyback Agreement, NAIHS will send WIHCC a bill of collection in the amount of $15,000, which the parties have agreed is the actual amount of all costs associated with NACP cardiology services to be provided to WIHCC in FY 2021-2025. This amount shall be subject to a year-end reconciliation based on WIHCC's proportional share of the actual cost of NACP services. The proportional share and actual costs attributed to WIHCC shall include only that user population residing in the WIHCC CHSDA catchment area and referred to NACP by WIHCC providers; specifically, WIHCC will not pay for NACP services for patients from other IHS areas, facilities, or Service Units, whose home facilities participate in the NACP program, and direct their patients be referred to NACP rather than to the WIHCC cardiologist. WIHCC shall make full payment on this bill of collection within 30 calendar days of receipt of such bill of collection. Thereafter, NAIHS shall be responsible for reimbursing NACP for the actual costs of providing cardiology services to WIHCC. WIHCC reserves the right to cancel its participation in the NACP program and this portion of the buyback agreement based on the level and suitability of services available to WIHCC, proposed increases in program costs, or for other reasons. In the event WIHCC desires to cancel its participation, it will provide NAIHS written advance notice at least thirty (30) days prior to the date of cancellation. Within thirty (30) days following the effective date of the cancellation, the parties shall reconcile and pay any amounts due each other under this Buyback Agreement.

Section 3 – Additional Payment Provisions.

3.1 Default/Late Payment Provision. If a payment is not received by NAIHS within ten (10) days of WIHCC's receipt of NAIHS's monthly BOC (or the first working day thereafter if the 10th day falls on a week-end or Federal or Tribal holiday), WIHCC will be considered to be in default. This date is referred to throughout this Agreement as the "Default Date." Failure by WIHCC to make payment in full by the Default Date and/or to correct such failure to pay within the ten day cure period described below may result in action by NAIHS to terminate the IPA(s)/MOA(s) and RIF or deploy federal employees assigned to WIHCC, and in the event of such failure, NAIHS shall not be required to provide the 65-day advance notice otherwise required to terminate IPAs or MOAs. Prior to terminating any IPAs or MOAs due to WIHCC's default in payment, NAIHS shall provide WIHCC written notice that payment has not been received and ten calendar days to cure the default, provided, however, that in no event shall WIHCC be in default for failure to pay a payment if WIHCC has not received a BOC from NAIHS detailing the amounts due.

3.2 Reconciliation and Adjustment of IPA/MOA Costs. An accounting of actual IPA/MOA costs and associated administrative support costs covered under sections 2.4 and 2.6 will be provided to WIHCC and reviewed by both parties at the quarterly reconciliation provided for in section 2.3 of this Agreement and section 5(G) of the 2021-2025 FA. As provided in section 2.3, WIHCC and NAIHS will review at each quarterly reconciliation meeting the actual costs and payments for the quarter reconciled and make any necessary adjustments as soon as practicable thereafter.

3.3 Avoiding Default and Recoupment. Default may be avoided to the extent federal funds due to WIHCC are held by NAIHS that WIHCC authorizes to be withheld to satisfy the amount of the payment which would otherwise be in default or, with the written approval of WIHCC, to satisfy amounts due NAIHS after reconciliation of costs and payments. Any undisputed amounts due to NAIHS by reason of WIHCC's failure to pay in full all amounts owing under this Agreement may be recouped by NAIHS from either current or subsequent fiscal year funding.

Section 4 – Dispute Resolution. The parties shall endeavor to resolve any disputes concerning the parties' obligations and amounts due under this agreement in a manner agreeable to both parties. In the event of a failure to reach agreement on the resolution of any such dispute, WIHCC may, after providing written notice to NAIHS, choose not to include the disputed amount in any subsequent payment due. Payment or nonpayment in such a manner shall not be considered as a resolution of the dispute. Any unresolved disputes are subject to the provisions of section 110 of the ISDA and Subpart N of 25 C.F.R. Part 900.

Section 5 – Effective Date. This Buyback Agreement shall become effective October 1, 2020.

Section 6 – Successor Buyback Agreements. The parties agree that this Buyback Agreement will be renegotiated at the same time as the FY 2026 FA is renegotiated.

Section 7 – Counting of Days. Except where reference is made to business or working days, any time period specified in this Agreement will be measured by calendar days. Should any period referenced herein end on a day other than a business or working day, such period shall extend to the end of the next following business or working day. A business or working day shall mean a business or working day common to both NAIHS and WIHCC.

Section 8 - Advance Notice of IPA/MOA Termination. Except as provided in section 3.1, or unless a different notice period is agreed to in writing by the parties to the applicable IPA or MOA, each party hereto shall provide the other party with 65 days advance notice before terminating any IPA or MOA.

Winslow Indian Health Care Center

By: _____
Sally Pete
Chief Executive Officer

Date: 02/24/2021

Navajo Area Indian Health Service.

By: Roselyn Tso -S Digitally signed by Roselyn Tso -S Date: 2021.03.05 20:34:11 -07'00'
Roselyn Tso
Area Director

Date: _____

Appendix A – Estimated Monthly IPA/MOA Costs

APPENDIX A - WIHCC/NAIHS
FY 2021- BUYBACK AGREEMENT

ESTIMATED BUYBACK AMOUNTS

1 **ESTIMATED MOA/IPA PAYROLL COSTS:**

MOA Estimate	=	$220,320	per month
IPA Estimate	=	$13,994	per month
Total	=	$234,314	per month

2 **ESTIMATED CENTRALLY PAID HEADQUARTERS EXPENSES: (See Section 2.6.2 of Buyback Agreement)**

Estimated at $417.46 per employee (1 IPA/18 MOAs) = $7,932 per month
$95,182 per year

3 **ESTIMATED NAIHS ADMINISTRATIVE SUPPORT COST: (See Section 2.6.1 of Buyback Agreement)**

18 MOAs and 1 IPA:

19 x $50 = $950.00 per month

$950 x 12 months = $11,400 per year

Total Estimated Monthly Costs:

1. Payroll Costs		$234,314
2. Centrally Paid Expenses Costs		$7,932
3. Administrative Support Costs		$950
	Total Estimated Monthly Cost	$243,196

4 **ESTIMATED HEADQUARTERS DIVISION OF COMMISSIONED PERSONNEL SUPPORT ADMINISTRATIVE SUPPORT COST: 18 MOAs (See 2.6.3 of Buyback Agreement)**

$1,177.62 x 18 MOAs = $21,197 per year or $1,766 per month

Division of Commissioned Personnel Support cost is billed annually (see Item #4 above) and therefore not included in the Total Monthly Estimate.

Prepared by Darlene Kirk, Accountant
Updated 2/4/2021

ATTACHMENT G

WINSLOW INDIAN HEALTH CARE CENTER, INC.

Winslow, AZ

SECTION 106(a)(1) BASE FUNDING

FISCAL YEAR 2021

As of 09/17/20

Budget Category	FY2020 Funding Base	FY2020 Program Adjustments	FY2020 CSC Reconciliation	FY2021 Funding Base
Direct CSC (Recurring)	$ 837,936	$ 33,517	$ -	$ 871,453
Indirect CSC (Non-Recurring)	$ 7,478,878	$ -	$ -	$ 7,478,878
TOTAL	**$ 8,316,814**	**$ 33,517**	**$ -**	**$ 8,350,331**

Footnotes:

1) Funding amounts reflect FY2020 appropriations and FY2020 Program increase; these funding amounts will be adjusted based upon the enacted FY2021 appropriations and program increases, inflation and rescissions.

2) Subject to Reconciliation(s).

Contract Support Costs (CSC) Negotiation Template (FY 2021)

	Check one box:			
	Estimate of CSC need			Winslow Indian Health Care Center
	Final CSC Reconciliation			Initial FY-2021 Funding Estimate
	Check one box:		Number	October 1, 2020 through September 30, 2021
	FA Amendment		Initial Award	12 months
	FA Cumulative Funding Report (CFR)		#	
	Date Completed:		2.15.2021	
	Tribe/Tribal Organization (T/TO):	Fort Defiance Indian Hospital Board, Inc.		

		Recurring Subtotals	Recurring Totals	Source of Inputs
A	Program (Service Unit) Funding	22,103,992		Recurring and Non-Recurring Eligible Funding for the T/TO's Programs, Functions, Services, or Activities (PFSA) at the Service Unit Level. Depending on the structure of an awardee's indirect cost (IDC) rate, this may include buy-backs.
A.1	Expenditures from carryover funds (for which CSC was not funded previously), Net of pass-throughs and exclusions	0		Pursuant to Section 6-3.2.E.1.b.1.b.I This is determined by whether the parties included the funds in the CSC calculation in the year awarded and not by how the T/TO allocates funding in its accounting records.
B	Total Area Tribal Shares	418,726		Recurring and Non-Recurring Eligible Funding for the T/TO's PFSA at the Area Level (Area Office Tribal Shares, or AOTS).
C	Total Headquarters Tribal Shares	446,092		Recurring and Non-Recurring Eligible Funding for the T/TO's PFSA at the Headquarters Level (Headquarters Tribal Shares, or HQTS).
D	Total Secretarial Amount	22,968,810		Items A + B + C (Total Recurring and Non-Recurring eligible funding awarded under the Secretarial Amount
E.1	IDC Associated With Recurring Service Unit Shares	0		Negotiated and calculated pursuant to Section 6-3.2.E.3 either: (a) case-by-case analysis, or (b) 97-3 method.
E.2	IDC Associated With Tribal Shares	172,964		Negotiated and calculated pursuant to Section 6-3.2.E.4, either: (a) case-by-case analysis, or (b) 80-20 method.
E.3	Total IDC Identified As Associated With the Secretarial Amount	172,964		This represents PFSA funded in the Secretarial amount determined to be duplicative of T/TO IDC Pool.
F	Direct Costs Funded through Secretarial Amount		$ 22,795,846	Item D - E.3
G	Prior Year Direct CSC (DCSC) Need	871,453		Per prior-year agreement.
H	Inflation Factor	4.0%		To be provided by IHS when final inflation rate for previous year becomes available (usually in November). Final rate would be used to update this amount, and award T/TO inflation on DCSC at the end of IHS's first quarter. See Section 6-3.2.D.3.
I.1	Current Year DCSC Need	906,311	906,311	D21-22 will automatically incorporate either the prior-year DCSC need (reflected in D21) or, if there is a current-year renegotiation, the renegotiated amount (reflected in D22).
I.2		0		
I.3	Startup and Pre-Award Need		0	Summarizes the negotiation for Nonrecurring Pre-Award and Startup costs for new or expanded PSFAs in the upcoming year.
J	Total Direct Costs		23,702,157.52	Items F + I , but subject to Section 6-3.2, Paragraph E.1.a, Estimate of Indirect CSC Need and Funding Prior to the Contract Year and E.1.b, Determination of Final Amount for Indirect CSC Need and Funding.
K	Less: Passthroughs and Exclusions		0	The amount of passthroughs and exclusions funded by IHS.
L	Direct Cost Base		23,702,157.52	Item J - K
M	Most current IDC rate		0.00%	Current IDC rate. If T/TO has multiple IDC rates, enter blended rate and submit detailed calculation of the blended rate.
N	IDC Need (Non-Recurring) Based on IDC Rate		0	Item L * M (Direct Cost Base x IDC Rate)
O	Credit for IDC Associated with the Secretarial Amount		0	Equals Item E.3 if the T/TO has higher than a 25.00% IDC rate; if T/TO has a rate of 25.00% or lower the credit in Item O is based on the total IDC need for Tribal Shares generated by the T/TO's rate plus the IDC Associated with Recurring Service Unit Shares (Item E.1)
P	Current-Year Indirect CSC Need		0	Item N - O (Total IDC need less credit for IDC associated with the Secretarial amount
Q	IDC-Type Costs		7,478,878	As negotiated, pursuant to Section 6-3.2E.2; see also Exhibit G, footnote 10. Enter $0 if the T/TO negotiates indirect CSC solely based on its IDC rate.
R	Current-Year Total CSC Need		8,385,189	Items I.2 + I.3 + P + Q (Total need for DCSC, Indirect CSC, and Pre-Award and Startup)
S	Current-Year DCSC Need		906,311	Item I.2
T	Total DCSC Paid Year-to-Date		0	Total DCSC funding paid to the T/TO year-to-date.
			906,311	
U	Current-Year Indirect CSC Need		7,478,878	Items P + Q
V	Total Indirect CSC Paid Year-to-Date		0	Total indirect CSC funding paid to the T/TO year-to-date.
			7,478,878	
W	Current-Year Startup and Pre-Award Need		0	Item I.3
X	Total Startup and Pre-Award CSC Paid Year-to-Date		0	Total Startup and Pre-Award CSC funding paid to the T/TO year-to-date.

Note Regarding Sub-Awards: The template awards CSC on the direct cost base incurred by the T/TO. If the T/TO has an agreement(s) with a sub-awardee whose costs are eligible to be considered in the CSC need of the T/TO AND the T/TO treats sub-awards as a passthrough cost when determining its direct cost base, the total CSC negotiated can be adjusted to incorporate eligible costs specifically identified for each sub-awardee (while

Footnote: This Template is a tool used by the Indian Health Service (IHS) for calculating and negotiating CSC. Neither this Template nor any other negotiation documents creates a contractual obligation on behalf of

ATTACHMENT H

MEMORIALIZATION OF MATTER REMAINING IN DISPUTE
WINSLOW INDIAN HEALTH CARE CENTER
FY 2021-2025 MULTI-YEAR FUNDING AGREEMENT

1. Position of WIHCC: WIHCC and NAIHS do not agree as to the user methodology for the calculation of amounts due under this FA with regard to Area and Headquarters Shares. NAIHS' position is that such shares should be based upon historical data, which results in 6.3% NAIHS user base. WIHCC's position is that current data should be used, which results in 6.4% of NAIHS user base.

   Position of NAIHS: After tribal consultation, the Indian Health Service decided to use FY 1998 user population data nationwide. More current data has not been adopted by the agency for calculation of tribal shares, in part because annual adjustments to contract amounts (increases and decreases) have not been agreed to by tribal contractors. NAIHS' practice is consistent with national policy.

2. Position of WIHCC: WIHCC and NAIHS do not agree as to funding allocation methodology between NAIHS service units based on workload calculations. WIHCC's position is that the same standards should be used in determining workload calculations as they relate to funding allocations between all service units in the NAIHS. NAIHS has used unique standards for the Winslow Service Unit in determining workload calculations as they relate to funding allocations within the NAIHS, which differ from the standards used for all other service units in the NAIHS. The amount of funds to be paid to WIHCC reflects the NAIHS methodology and results in an allocation of funds to WIHCC, which is less than would be the case if WIHCC's position applied.

   Position of NAIHS: NAIHS has used unique standards for Winslow Service Unit because Winslow Service Unit is unique in the Area. The Winslow Service Unit includes the only ambulatory facility that may admit patients to an adjacent private hospital, Little Colorado Medical Center. The workload calculations in 2004 and earlier reflect this unique situation and gave Winslow Service Unit partial credit for these inpatient admissions to Little Colorado Medical Center. Moreover, NAIHS management staff, including Service Unit CEOs and the 638 tribal organization representatives on the Area Management Council, on an annual basis reached agreements on the distribution of available newly appropriated resources to achieve as much parity as possible given resource restrictions and legal constraints. For FY 2005 and thereafter, CHS funds allocation, workload will not be used in the formula and we believe therefore this is no longer an issue in dispute.

3. Position of WIHCC: WIHCC and NAIHS do not agree as to whether the contract for the Tuba City Service Unit under Title I of Pub. L. 93-638 (now Title V) adversely impacts WIHCC. WIHCC's position is that the contract adversely impacts WIHCC based upon the reductions in funding allocations indicated herein. The contract reflects NAIHS's position that there is no adverse impact. The problem is that historically significant funding has gone to Tuba City and other so-called referral centers to perform services (such as in-

patient and specialty care) for smaller, primarily out-patient facilities. However, over the years, there is great fluctuation in actual services delivered to other NAIHS facilities, and in the end, most of this funding becomes part of the recurring base of the larger facilities, with progressively fewer services rendered to the smaller facilities. The ISDEAA contracts (now compacts) for WIHCC and TCRHCC perpetuate this funding inequity, so that per capita funding at WIHCC is significantly less than at TCRHCC.

Position of NAIHS: There is not adverse impact to the Navajo Nation or WIHCC created by the TCRHCC contract. All Winslow Service Unit funding has been included in the WIHCC contract. Neither the WIHCC contract not the TCRHCC contract reduces any funding available to WIHCC.

MEMORANDUM OF UNDERSTANDING

NO. MOU-NV-21-0001

BETWEEN

NAVAJO AREA INDIAN HEALTH SERVICE

GALLUP REGIONAL SUPPLY SERVICE CENTER

AND

WINSLOW INDIAN HEALTH CARE CENTER, INC.

This Memorandum of Understanding ("MOU") is made between the Winslow Indian Health Care Center, Inc. (hereinafter known as ("WIHCC)"), and Navajo Area Indian Health Service (hereinafter "NAIHS"), Gallup Regional Supply Service Center (hereinafter "GRSSC").

I. PURPOSE

To provide the terms and conditions under which WIHCC will be able to purchase medical supplies from GRSSC, and compensate GRSSC for such medical supplies.

A. The parties agree to promote and ensure quality and continuity of patient care to all Native Americans.

B. The parties agree to establish and promote effective communication and effective working relationship.

II. AUTHORITY

A. IHS Circular No. 91.10, October 21, 1991: Development, Implementation, and Operation of the Indian Health Service Supply Management Program.

B. IHS Circular No. 94.3, October 4, 1994; Regional Evaluation, Standardization and Usage Review Committees.

C. 25 U.S.C. §§ 5301 *et seq.*, Indian Self-Determination and Education Assistance Act (ISDEAA), as amended.

III. BACKGROUND

The GRSSC was established by the NAIHS to provide Area direct store supply support to federal, tribal and urban Indian Health Care facilities and programs, as appropriate.

GRSSC's mission is to provide equitable, reliable, timely, and cost effective supply services to all NAIHS supply customers, including eligible IHS and ISDEAA contractors and compactors, as authorized by Federal law and IHS regulations.

IV. SCOPE OF WORK

A. The GRSSC agree to:

1. Develop and maintain electronic issue books in conjunction with the WIHCC for laboratory, medical, and general supplies.

2. Schedule the preparation and update of manual/electronic issue books for the WIHCC according to GRSSC established policy.

3. Describe and train the WIHCC personnel in the proper process and procedure for obtaining stores stock supplies from the GRSSC.

4. Provide the WIHCC administration with all reports provided to other GRSSC customers.

5. Provide for the issue and delivery of supplies to the WIHCC via commercial carrier or in accordance with GRSSC transportation options.

6. Provide technical information resource management support to WIHCC upon request through telephone consultation to remedy and track service/problem. GRSSC is the initial point of contact for telephone questions and problems.

7. Provide customer service and accessibility from 8:00 AM to 5:00 PM, Monday through Friday.

B. The WIHCC agrees to:

1. Work with the GRSSC in operation and coordination of manual/electronic issue books for laboratory, medical and general supplies.

2. Submit completed issue book orders in accordance with GRSSC procedures.

3. Complete and submit the complete issue book order to the GRSSC on a weekly basis or on GRSSC established due dates.

4. Verify order and shipping documents against stores supplies received and report any discrepancies/problems to the Director, GRSSC or designee.

5. Follow applicable procedures as per GRSSC customer guide and/or policies.

6. Provide customer service feedback and input concerning the quality and timeliness of services to the Director, GRSSC.

7. WIHCC software shall be compatible with existing GRSSC systems.

8. Provide timely payment for supplies as specified in Section VII of this MOU.

V. DURATION OF AGREEMENT

Upon signature by both parties, this Memorandum of Understanding will be effective from October 1, 2020 to September 30, 2022.

VI. LIAISON

The Director, GRSCC, will be the federal Liaison and will obtain information concerning the provisions and administrative management of this MOU.

The federal Liaison will establish a level of security to prevent unauthorized person(s) from accessing the GRSSC customer ordering system, and obtaining information concerning the provisions or administrative management of this MOU.

The WIHCC shall designate officials authorized to request, approve, and receive orders from the GRSSC. The following steps are to be completed before supplies will be provided to the WIHCC.

A. Establishing Designations: WIHCC shall send a letter titled "Customer Designation of Local Supply Officials" which establishes designations for Ordering, Approving and Receiving Officials" to the GRSSC Director.

B. Changing Designations: WIHCC shall provide written notification referencing "Customer Designation" to change authorization designations referenced above.

C. Surveillance: The appropriate designated ordering officials must sign and authorize the orders and emergency orders. Orders submitted by unauthorized personnel will be rejected by GRSSC, with notification issued to WIHCC.

VII. PAYMENT

Prepayment: For fiscal year 2021, WIHCC shall pay NAIHS $20,000.00, on or before March 1, 2021. This initial payment shall serve as a Deposit on File to be applied by NAIHS/GRSSC to the costs incurred under this MOU and billed to WIHCC monthly by Bill for Collection ("BFC").

Monthly payment of BFCs.

NAIHS/GRSSC shall submit to WIHCC a monthly BFC in the amount of the actual expenditures for the previous month. The BFC shall be paid by check on or before the 10th day of each month or within five business days of electronic receipt of the BFC, whichever is later; provided, however that if WIHCC has not received the funds appropriated to cover such expenditures, WIHCC shall pay any balance due on or before the 10th day after it actually receives the funds appropriated to cover such expenditures. Throughout the term of this MOU, the parties shall work together to reconcile amounts billed and paid, and make adjustments as necessary to fulfill the purposes of this MOU.

Reconciliation.

Within 90 days after the termination of this MOU, the parties shall conduct a balance reconciliation and NAIHS/GRSSC shall apply WIHCC's remaining deposit on file to the last payment due for purchases made during the term of this MOU. The parties shall work together to resolve any balances due to WIHCC or additional amounts due to NAIHS/GRSSC.

VIII. ACCOUNTING

Each month, WIHCC will receive a report of their GRSSC account that summarizes all activities. The monthly statement is reported in two parts, as follows:

A. "GRSSC Finance Report-Monthly Statement of Stores Stock Issues Account":

1. Reports the remaining balance of funds in the account after charges for stock-issue ordered, Funds Carried Forward, Bill of Lading, Express Delivery, and have been deducted.

2. Report includes other information such as a year-to-date total of stock issues reported by facilities in the customers program and an end of the year projected status of the account; the year-end projected status is a projection only; as this value can be skewed by an increase/decrease in spending.

B. Monthly Voucher Summary Report:

1. Itemized summary of all "Orders" for the period billed prior month.

2. Orders are grouped by department name and cost.

IX. PURCHASES (STORES STOCK)

Supplies purchased through GRSSC are subject to a 17% surcharge. Until otherwise notified by HQ and in accordance with I.H.S. Circular 91-10, WIHCC will be authorized

to order all cataloged items carried by GRSSC. There will be a 10% restocking fee assessed to all approved returnable products.

X. REVIEW AND AMENDMENT

A. This MOU shall be reviewed annually by each party to evaluate the effectiveness of this MOU and to determine the need for modification, revision, amendments or renewal.

B. Notification to terminate this MOU by either party shall be by written notice at least 30 days in advance of the proposed date of termination.

WINSLOW INDIAN HEALTH CARE CENTER, INC.

Sally Pete
Chief Executive Officer

02/26/2021
Date

NAVAJO AREA INDIAN HEALTH SERVICE
GALLUP REGIONAL SUPPLY SERVICE CENTER

Roselyn Tso -S
Digitally signed by Roselyn Tso -S
Date: 2021.03.05 20:35:45 -07'00'

Roselyn Tso
Area Director

Date

FOR 2021 NEGOTIATIONS **TITLE V** (DIR worksheet # 1)

AVAILABLE FY-2021 D.I.R.* TRIBAL SHARES

WINSLOW **$362,181**
(USA)

BUDGET LINE ITEM / FUNCTIONS/SERVICES	SUPPORT PACKAGE 1 2 3	#126 IRM SUPPORT FUND $250,675	100.0%	#137 STAFF/OPERATIONS HQW FUND $84,008	100.0%	#1301 STAFF/OPERATIONS HQE FUND (HQ DIR Ops Share) $167,668 $27,498	100.0%	*TOTAL DIR SHARES AVAILABLE* $362,181
NATIONAL DATABASE SERVICES		$12,534	5.0%	$29,403	35.0%	$6,874	25.0%	**$48,811** **13.48%**
Maintain/Manage Central Databases	x x x							
Process National Applications	x x							
Provide Workload/Statistical Info (Outputs)	x							
Provide Tech Assist & Problem Resolution	x							
TELECOMMUNICATIONS MGMT SERVICES		$100,270	40.0%	$13,441	16.0%	$8,249	30.0%	**$121,961** **33.67%**
Provide Telecommunications Network	x x x							
Provide for Data Movement	x x							
Provide Tech Assist & Problem Resolution	x							
SOFTWARE DEVELOPMENT AND MAINTENANCE SERVICES		$112,804	45.0%	$20,162	24.0%	$6,874	25.0%	**$139,840** **38.61%**
Operating Syst Supt & Sftwr Licenses Coord	x x x							
Software Upgrades/Patches distribution	x x							
RPMS Applications related support	x							
SYSTEM SUPPORT/TRAINING SERVICES		$25,068	10.0%	$21,002	25.0%	$5,500	20.0%	**$51,569** **14.24%**
Provide Tech Support and Training	x x							
Support Distributed Application Systems	x							
RECAP OF TOTAL SHARES AVAILABLE		**$250,675**	**100.0%**	**$84,008**	**100.0%**	**$27,498**	**100.0%**	**$362,181** 100.00%

* DIVISION OF INFORMATION RESOURCES

Shaded area to be filled in by IHS ALN w/ share info from Table # 4 =

NAVAJO NATION HEALTH COMPACT
between
AUTHORIZED NAVAJO NATION TRIBAL ORGANIZATIONS
and the
UNITED STATES OF AMERICA

TABLE OF CONTENTS

NAVAJO NATION HEALTH COMPACT
between
AUTHORIZED NAVAJO NATION TRIBAL ORGANIZATIONS
and the
UNITED STATES OF AMERICA

This Compact of Self-Governance ("Compact") is made and entered into by and between the Secretary of the Department of Health and Human Services of the United States of America ("Secretary"), represented by the Director of the Indian Health Service ("Director"), and each of the following: the Tuba City Regional Health Care Corporation ("TCRHCC"), the Winslow Indian Health Care Center, Inc. ("WIHCC") and the Utah Navajo Health System, Inc. ("UNHS") (hereinafter collectively referred to as "Co-Signers"), as authorized by the Navajo Nation Council, Resolution No. CJY-33-10. This Compact is entered into with each of the Co-Signers pursuant to Title V of the Indian Self-Determination and Education Assistance Act, as amended, ("the Act", "ISDEAA", "P.L. 93-638" or "Title V"), which authorizes the Secretary to enter into compacts and funding agreements with Indian tribes and tribal organizations. The Secretary has delegated this authority to the Director.

RECITALS,

WHEREAS, the Navajo Nation has exercised its inherent rights of self-governance since time immemorial; and

WHEREAS, the Navajo Nation is an Indian tribe, as defined in 25 U.S.C. § 450b(e) and 458aaa(b); and

WHEREAS, after substantial consideration and careful study, the Navajo Nation has sanctioned the Co-Signers, as tribal organizations, as defined in 25 U.S.C. § 450b(l) and authorized in 25 U.S.C. § 458aaa(b), for the purpose of providing health care services to members of the Navajo Nation and other eligible American Indians and to enter into this Compact with the Indian Health Service and for other purposes; and

WHEREAS, Congress has made findings that federal health services to maintain and improve the health of Indian people are consonant with and required by the federal government's historical and unique legal relationship with, and resulting responsibility to, Indian people, and to provide the resources, processes and structure that will enable Indian tribes and tribal members to obtain the quantity and quality of health care services and opportunities that will eradicate the health disparities between Indians and the general population of the United States, 25 U.S.C. §1601; and

WHEREAS, Congress has declared it the policy of the United States, in fulfillment of its special responsibilities and legal obligations to Indian people, to ensure the highest possible health status and to provide all resources necessary to effect that policy, to raise

the health status of Indians to at least the levels set forth in the goals contained within the Healthy People 2010 initiative or successor objectives, 25 U.S.C. § 1602; and

WHEREAS, for purposes of this Compact, the "Co-Signer" or "Co-Signers" shall mean the tribal organizations authorized by Navajo Nation Council resolution and 25 U.S.C. § 458aaa(b) to enter and participate in the Compact; and

WHEREAS, under authority from the Navajo Nation, the Co-Signers have provided health services for years under self-determination contracts with the Indian Health Service and have been recognized by the Indian Health Service as "tribally operated service units or areas"; and

WHEREAS, Co-Signers have long been authorized to serve certain other Indian Tribes on or near the Navajo Reservation; these Co-Signers may, if properly authorized by resolution of the affected Indian Tribe(s), continue to provide such services, and include related funding, under this Compact and associated Funding Agreements; and

WHEREAS, Congress, in Title V, has authorized the Secretary to negotiate and enter a Compact and Funding Agreement ("Funding Agreement" or "Funding Agreements") with each Indian tribe or, pursuant to 25 U.S.C. § 458aaa(b), tribal organization, that has satisfied the qualification requirements set out in 25 U.S.C. § 458aaa-2(c), in a manner consistent with the federal government's trust responsibility, treaty obligations, and the government-to-government relationship between Indian tribes and the United States; and

WHEREAS, each Funding Agreement, attached hereto as Exhibit B, C and D respectively shall authorize the Co-Signers to plan, conduct, consolidate, administer, receive full tribal shares of funding, including tribal shares of discretionary competitive grants (excluding Congressionally earmarked competitive grants), redesign programs, and reallocate funds for all programs, services, functions and activities (or portions thereof) (hereinafter "PSFA", as provided in 25 U.S.C. § 458aaa-4(b) and 25 U.S.C. § 458aaa-5(e)); and

WHEREAS, each Funding Agreement shall set forth terms that generally identify the PSFAs, or portions thereof, to be performed and administered, and the general budget category assigned; the funds to be provided, including those funds to be provided on a recurring basis; the time and method of transfer of the funds; the responsibilities of the Secretary; and any other provision with respect to which the respective Co-Signer and the Secretary agree as provided in 25 U.S.C. § 458aaa – 4(d); and

WHEREAS, each Funding Agreement shall specify the authority of the respective Co-Signer to redesign or consolidate PSFAs (or portions thereof) and to reallocate funds as provided in 25 U.S.C. § 458aaa - 5(e); and

WHEREAS, to the extent funding is provided to a Co-Signer pursuant to a Funding Agreement, such Co-Signer shall be responsible for administration of PSFAs pursuant to this Compact and the associated Funding Agreement, as provided in 25 U.S.C. § 458aaa - 4; and

WHEREAS, nothing in this Compact or associated Funding Agreements shall be construed to limit or reduce in any way the funding for any PSFA or project serving any other Indian Tribe or program under Title V or any other applicable federal law, pursuant to 25 U.S.C. § 458aaa – 14; and

WHEREAS, in Title V, Congress has directed that the Funding Agreements which the Secretary negotiates with Co-Signers shall contain certain provisions and, at the option of the Co-Signers, apply to certain PSFAs of the Indian Health Service, including construction, as provided in 25 U.S.C. §§ 458aaa – 4, 458aaa – 6(a)(2)(A), 458aaa – 8; and

WHEREAS, Congress has directed that, at the request of a Co-Signer and under the terms of a Funding Agreement, the Secretary shall provide funding to the Co-Signer to implement the Funding Agreement as provided in 25 U.S.C. § 458aaa – 7; and

WHEREAS, Congress has directed that the Secretary shall interpret federal laws and regulations in a manner that will facilitate the implementation of this Compact and associated Funding Agreements as provided in 25 U.S.C. § 458aaa – 11(a)(2); and

WHEREAS, Congress has directed that the Secretary shall interpret federal laws and regulations in a manner that will facilitate the inclusion of PSFAs, or portions thereof, and funds associated therewith in Compacts and Funding Agreements, and the achievement of tribal health goals and objectives, as provided in 25 U.S.C. § 458aaa – 11(a)(1) and (3); and

WHEREAS, it is the intent of the parties that this Compact will be entered into, executed by and carried out by each of the sanctioned tribal organizations, further referred to herein as "Co-Signers" and that each authorized tribal organization that is a Co-Signer to this Compact executes this Compact as a separate and independent Co-Signer and is separately and independently bound by its terms and shall have separate and independent rights under the Compact; and

WHEREAS, it is the intent of the parties that each Co-Signer's Funding Agreement entered into under this Compact will be entered into and carried out by that Co-Signer, and that each Co-Signer will carry out its respective PSFAs as set out in its Funding Agreement, and shall be bound by the terms of its individual Funding Agreement and shall have separate and independent rights under its Funding Agreement; and

WHEREAS, the parties acknowledge and agree that by sanctioning certain tribal organizations to enter into and carry out PSFAs under this Compact and Funding Agreements, no aspects of the Navajo Nation's sovereignty are relinquished, and the Co-Signers only have the authority granted to them by Navajo Nation Council Resolution or other law; and

WHEREAS, the parties have reviewed and determined that all of the provisions of this Compact are authorized by Title V or other provisions of federal law and the parties have executed this Compact in reliance on this representation; and

NOW THEREFORE, the Secretary and the Co-Signers do hereby agree to enter into, undertake, and be bound by this Compact in accordance with the foregoing principles.

ARTICLE I – AUTHORITY AND PURPOSE

Section 1 – Authority. This Compact is authorized by ISDEAA, Title V, as amended, 25 U.S.C. § 458aaa *et seq.*, and is hereby entered into by the Secretary, represented by the Director, and the Co-Signers, as identified herein and any additions as may be subsequently approved by the Navajo Nation and the Secretary and identified in Exhibit A. The Director, by signing this Compact, commits the Secretary to the extent and within the scope of the Secretary's delegation of authority to the Director to enter into Compacts and Funding Agreements pursuant to Title V or as otherwise authorized.

Section 2 – Purpose. This Compact shall be liberally construed to achieve its purposes and any ambiguity shall be resolved in favor of the Co-Signers to achieve the purposes of the Compact, as follows:

(a) This Compact implements the federal policy of self-governance, as authorized by Title V, with the Navajo Nation and the Co-Signers. This Compact authorizes the sanctioned Co-Signers to plan, conduct, consolidate, re-design and administer PSFAs of the Indian Health Service under the terms of the Compact, as authorized by Title V, to reallocate funds in a manner that the applicable Co-Signer deems to be in the best interest of the health and welfare of the Indian community or communities being served by such Co-Signer, only if the redesign or consolidation does not have the effect of denying eligibility for service to population groups otherwise eligible to be served under applicable federal law.

(b) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Navajo Nation and the Co-Signers, to permit an orderly transition from federal domination of programs and services to meaningful tribal control of federal health programs, and to provide for a measurable parallel reduction in the federal bureaucracy as PSFAs (or portion thereof) are assumed under this Compact and the associated Funding Agreements, as provided for in 42 C.F.R. § 137.2 (b)(2)(vi)-(vii).

(c) This Compact and associated Funding Agreements shall transfer to the Co-Signers, acting individually, the responsibility for the PSFAs of the Indian Health Service included in the Compact and the Co-Signers' respective Funding Agreements, and grant them full authority, in accordance with the ISDEAA, the Indian Health Care Improvement Act ("IHCIA"), 25 U.S.C. 1601 *et seq.*, and other applicable federal law, to carry out their programs and services according to the needs and priorities of the Navajo Nation. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads

of Executive Departments and Agencies, Executive Order 13175 on Consultation and Coordination with Indian Tribal Governments, the September 23, 2004, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, the November 5, 2009, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, and the Department of Health and Human Services Tribal Consultation Policy, the Secretary hereby pledges that the Indian Health Service will conduct all relations with the Navajo Nation and Co-Signers on a government-to-government basis.

Section 3 – Applicable Law and Forums. The parties agree that the laws of the United States shall apply to any dispute between the United States and the Co-Signers arising out of the Compact or any Funding Agreement.

ARTICLE II – TERMS, PROVISIONS AND CONDITIONS

Section 1 – Term and Resolutions.

(a) Term. The term of this Compact begins as to each Co-Signer, after execution by both parties, and on the effective date of the Co-Signer's first Funding Agreement and shall extend thereafter as to each Co-Signer throughout the period authorized by Title V of the ISDEAA, and any subsequent amendment thereto, provided the Co-Signer has a Funding Agreement in effect. The Compact shall remain in effect for so long as is permitted by federal law and Navajo Nation Council Resolution(s) or until terminated by mutual written agreement, retrocession, or reassumption pursuant to 25 U.S.C. § 458aaa-3(d).

(b) Resolutions from the Navajo Nation. Each Co-Signer must be sanctioned by a duly authorized resolution from the Navajo Nation to enter into this Compact and associated Funding Agreement on or before the date the Compact and the applicable Funding Agreement is signed by the applicable Co-Signer.

(c) Resolution from Other Tribes. Co-signers, if properly authorized by a duly authorized resolution of other affected Indian tribe(s), may provide services to those Indian tribe(s), and include related funding under this Compact and associated Funding Agreement(s).

Section 2 – Effective Date.

(a) Once this Compact and the associated Funding Agreement are approved and signed by the Co-Signer and the Secretary, they shall be effective as of the date signed by the Secretary and Co-Signer or another mutually agreed upon date set forth in the applicable Funding Agreement. Subsequent Funding Agreements will be effective on the mutually agreed upon date.

(b) During the term of this Compact, any authorized Co-Signer which has not previously negotiated a Funding Agreement may do so. All Funding Agreements shall be subject to, and all the activities thereunder shall be governed by, the terms of this

Compact to the same extent as the initial Funding Agreements. New Funding Agreements will be effective on a mutually agreed upon date.

(c) Each Funding Agreement negotiated under this Compact is deemed to be incorporated by reference into this Compact for the purposes of the respective Co-Signer and the United States. In the event of inconsistency between the Compact and any subsequent Funding Agreement, the provisions of the Compact shall prevail.

Section 3 – Program Standards. Each Co-Signer is committed to and shall strive to provide quality health services that meet applicable standards.

Section 4 – Funding Amount. The Secretary shall provide the total amounts specified in the Funding Agreements, and the Navajo Nation and each Co-Signer is hereby assured that future funding of subsequent Funding Agreements shall only be reduced pursuant to the provisions of 25 U.S.C. § 458aaa-7(d)(1)(C)(ii).

Section 5 – Payment.

(a) Payment Schedule. Payment shall be made expeditiously and shall include financial arrangements to cover funding during periods under continuing congressional resolutions to the extent permitted by such resolutions. For each fiscal year covered by the Compact, the Secretary shall make available the funds specified for that year under the associated Funding Agreements by paying the respective total amount as provided for in each Funding Agreement in advance lump sum, as permitted by law, or such other payments as provided in the schedule set forth in each Funding Agreement. 25 U.S.C. § 458aaa-7.

(b) Interest on Advances. Co-Signers receiving funds under applicable Funding Agreements pursuant to this Compact shall be permitted to retain interest earned on funds pending disbursement as authorized by law. Interest earned on advances shall not diminish the amount of funds the Co-Signer is authorized to receive under its Funding Agreement in the year earned or in any subsequent fiscal year. All funds transferred under Funding Agreements pursuant to this Compact shall be managed using the prudent investment standard pursuant to 25 U.S.C. § 458aaa-7(h).

Section 6 – Reports to Congress. In accordance with 25 U.S.C. § 458aaa-13, the Secretary shall submit to the Senate Committee on Indian Affairs and the House Resources Committee a written report no later than January 1 of each year on the administration of Title V. Each report shall include a detailed analysis of the level of need being presently funded or unfunded for the Navajo Nation and each Co-Signer. The contents of each report shall comply with 25 U.S.C. § 458aaa-13(b). In compiling the reports, the Secretary may not impose any reporting requirements on Co-Signers not otherwise provided in Title V. The Secretary shall provide each Co-Signer with a draft of each report required to be submitted to Congress under this provision for a thirty (30) day comment period prior to the submission of the report to Congress so that the Co-Signers

may comment on the report. The Secretary shall include each Co-Signer's comments in the final reports to Congress.

Section 7 – Audits

(a) Single Audit. Each Co-Signer that has executed a Funding Agreement pursuant to this Compact shall provide to the National External Audit Review Center (or its successor), which is the designee of the Secretary for the purposes of this section, an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, as amended, 31 U.S.C. Section 7501, *et seq.* A copy of the audit will be sent simultaneously to the Federal Audit Clearinghouse; 25 U.S.C. § 458aaa-5(c)(1); 42 C.F.R. §§ 137.171 and 137.172.

(b) Cost Principles. Each Co-Signer shall apply cost principles under the applicable OMB Circular, except as modified by 25 U.S.C. § 450j-1, which section is hereby incorporated into this Compact, other provisions of law or by any exemptions subsequently granted by OMB. No other audit or accounting standards shall be required by the Secretary. Any claim by the federal government against any Co-Signer receiving funds under a Funding Agreement based on any audit under this section shall be subject to the provisions of 25 U.S.C. § 450j-1(f). 25 U.S.C. § 458aaa-5(c)(2).

Section 8 – Records. Each Co-Signer's practices relating to record disclosure and record-keeping associated with this Compact shall be in accordance with applicable law and as may be set forth in its respective Funding Agreement.

Section 9 – Property.

(a) In General The provisions of 25 U.S.C. § 458aaa-11(c) and section 1(b)(8) of the Model Agreement set forth in 25 U.S.C. § 450l, are hereby incorporated into this Compact.

(b) Access to Federal Property. To the extent the Indian Health Service has been provided notice of the availability of Federal property that may be made available to Tribes under the Act, the Secretary shall provide notice of such to the Co–Signers.

(c) Access to Property Subject to Destruction. Prior to the destruction of federal property which would otherwise be declared surplus or excess and which is located within the service area of a Co-Signer, the Secretary shall provide notice of such proposed destruction to the Co-Signer. Such notice shall inform the Co-Signer of the name and address of the official responsible for determining whether such property will be destroyed or declared surplus or excess. If the Secretary is the responsible official, the Secretary will consider information provided by the Co-Signer regarding transfer of the property, rather than destruction, and, if not the responsible official, the Secretary will assist the Co-Signer in communicating information to the responsible official.

(d) Use of Federal Property. Pursuant to 25 U.S.C. § 458aaa-11(c)(1) a Co-Signer may use federal property under such terms and conditions as may be agreed upon by the Secretary and Co-Signer for its use and maintenance.

(e) Leases of Tribally-Owned or Leased Facilities . Upon the request of a Co-Signer the Secretary shall enter into a lease with the Co-Signer in accordance with 25 U.S.C. § 450j(l)(1).

(f) Participation in "Project Transam". The Co-Signers shall be notified of and authorized (to the extent Indian Health Service has authority to provide authorization) to participate in property screenings associated with "Project Transam" (or any similar successor project) by Indian Health Service Headquarters. Related to the foregoing, Indian Health Service shall notify the Co-Signers of scheduled lotteries to be conducted relevant to "Project Transam" whereby the Co-Signers are authorized to observe and participate in the process.

Section 10 – Regulatory Authority. The Secretary and the Co-Signers agree to utilize the following procedures governing the establishment and application of program rules and regulations under this Compact:

(a) Program Rules. No Co-Signer is required to comply with any agency circular, policy, manual, guidance or rule adopted by the Indian Health Service other than the eligibility provisions of ISDEAA § 105(g), 25 U.S.C. § 450j(g), and those identified in this section or expressly incorporated by reference in the individual Co-Signer's Funding Agreement, as provided in 25 U.S.C. § 458aaa-16(e).

(b) Federal Regulations.

(1) Applicable Federal Regulations. The Co-Signers, in carrying out the provisions of this Compact and applicable Funding Agreements, will be required to comply only with applicable federal regulations, which include regulations promulgated under 25 U.S.C. § 458aaa – 16 unless waived as provided in 25 U.S.C. § 458aaa – 11(b).

(2) Waiver of Federal Regulations. The Secretary and the Co-Signer will seek to identify federal regulations promulgated pursuant to 25 U.S.C. § 458aaa – 16 or under the authorities specified in 25 U.S.C § 458aaa – 11(b) which may require waiver in order to effectively carry out this Compact or any Funding Agreement. Waivers of regulations shall be submitted and addressed in accordance with the procedures set forth in 25 U.S.C § 458aaa – 11(b).

Section 11 – Disputes.

(a) Application of Title V. All disputes between the Indian Health Service and any Co-Signer or between the Indian Health Service and all Co-Signers under this Compact shall be subject to Title V and 25 U.S.C. § 450m-1, and all remedies provided for therein shall be available to each Co-Signer of this Compact. Actions and proceedings to enforce the Co-Signer's rights and the Secretary's obligations under this Compact shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving Public Law 93-638 contracts.

(b) Administrative Dispute Resolution Act. In the alternative, the Indian Health Service and the Co-Signers may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. § 581, for more informal resolution of disputes arising under this Compact and associated Funding Agreements.

Section 12 – Retrocession. The retrocession provisions of 25 U.S.C. § 458aaa – 5(f) shall apply if the Navajo Nation or a Co-Signer decides to retrocede a portion or all of the programs contained in the applicable Funding Agreement. Retrocession shall be in accordance with the procedures and timelines included in that Co-Signer's Funding Agreement. Retrocession by a Co-Signer of a portion or all of one Co-Signer's PSFAs under its Funding Agreement shall not affect other Co-Signers' PSFAs under other Funding Agreements.

Section 13 – Subsequent Funding Agreements.

(a) Initiation of Negotiations. Negotiations for subsequent Funding Agreements, as provided for in Article VI, Section 2, shall begin no later than 120 days in advance of the conclusion of the preceding Funding Agreement. The Secretary agrees to prepare and supply relevant information, and promptly to comply with the Co-Signers' requests for information reasonably needed to determine the funds that may be available for a subsequent Funding Agreement as provided for in Article VI, Section 2 of this Compact.

(b) Continuation of Compact and Funding Agreement. If the Secretary and a Co-Signer are unable to conclude negotiation of a subsequent Funding Agreement, the terms of this Compact and the existing Funding Agreement shall, at the option of the applicable Co-Signer, continue until a subsequent Funding Agreement is agreed to. As provided in 25 U.S.C. § 458aaa-4(e), the terms of the subsequent Funding Agreement will become retroactive to the end of the term of the preceding Funding Agreement. Any increases in funding to which the Co-Signers are entitled by law or which have been made available by Congress, or increases which Co-Signers subsequently negotiate, shall be included in each Co-Signer's subsequent Funding Agreement.

Section 14 – Health Status Reports. In accordance with 25 U.S.C. § 458aaa-6(a)(1), Co-Signers shall provide the Secretary a health status and service delivery report to the extent that relevant data is not otherwise available to the Secretary and specific funds for this purpose are provided to the Co-Signer in its Funding Agreement. Such reporting may impose only minimal burdens on the Co-Signer and shall be consistent with regulations promulgated under 25 U.S.C. § 458aaa-16.

Section 15 – Secretarial Approval. Pursuant to 25 U.S.C. § 458aaa-10, for the term of the Compact, the provisions of 25 U.S.C. § 81 and 25 U.S.C. § 476 shall not apply to attorney and other professional contracts of signatory Co-Signers operating under the Compact.

Section 16 – Other Federal Resources.

(a) Use of Motor Vehicles. Subject to agreement of the General Services Administration ("GSA"), the Secretary hereby authorizes each Co-Signer to obtain Interagency Motor Pool vehicles and related services for performance of any PFSAs under this Compact.

(b) Other Federal Resources. Federal resources shall be available to each Co-Signer in accordance with 25 U.S.C. § 458aaa – 7(e) and 458aaa – 15(a).

Section 17 – Limitation of Costs. Each Co-Signer shall not be obligated to continue performance that requires an expenditure of funds in excess of the amount of funds transferred under the Funding Agreement. In accordance with 25 U.S.C. § 458aaa - 7(k), if, at any time the Co-Signer has reason to believe that the total amount provided for a specific activity in the Compact or Funding Agreement is insufficient, the Co-Signer shall provide reasonable notice of insufficiency to the Secretary. If the Secretary does not increase the amount of funds transferred under the Funding Agreement, the Co-Signer may suspend performance of the activity until such time as additional funds are transferred.

ARTICLE III – OBLIGATIONS OF EACH CO-SIGNER

Section 1 – Compact Programs. The health PSFAs that are the responsibility of each Co-Signer under this Compact are identified in each Co-Signer's Funding Agreement.

Section 2 – Amount of Funds. The total amount of funds that the Secretary shall make available and pay to each Co-Signer shall be determined in accordance with 25 U.S.C. § 458aaa - 7(c) and shall be set forth in the respective Funding Agreements between the Secretary and each Co-Signer.

Section 3 – Eligibility for Services. In determining eligibility for services, the Co-Signers shall comply with applicable eligibility provisions set forth in federal law and regulations.

Section 4 - Consolidation of Contracts into the Compact. Each Co-Signer will be responsible for performing the PSFAs as specified in Section 1 of this Article III and in their respective Funding Agreements, as provided for in Article VI, Section 2 of this Compact. To the extent a PSFA transferred to a Co-Signer in its respective Funding Agreement is included within a self-determination contract entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract, that contract shall be terminated or modified (so long as there is no duplication as prohibited by 25 U.S.C. § 458aaa-5(h) by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Funding Agreement. All funds under the ISDEAA, Title I, contract that have already been paid to the Co-Signer will be retained by the Co-Signer under the Title V Funding Agreement, and spent under the authorities of Title V. Any funds obligated or due to the Co-Signer under its ISDEAA, Title I, contract for PSFAs now incorporated into the Title V Funding Agreement, not paid prior to the effective date of the Title V Funding Agreement, shall be paid under the Title V Funding Agreement. Such terminated contracts shall be identified by contract number in each Funding Agreement.

Section 5 – Reallocation, Redesign and Consolidation. In accordance with 25 U.S.C. § 458aaa-5(e), a Co-Signer may redesign or consolidate PSFAs (or portions thereof) included in a Funding Agreement and reallocate or redirect funds for such PSFAs (or portions thereof) in any manner in which the Co-Signer deems to be in the best interest of the health and welfare of the community being served, provided, however, that any such redesign or consolidation cannot have the effect of denying eligibility for services to population groups otherwise eligible to be served under applicable federal law.

Section 6 – Consolidation with Other Programs. Each Co-Signer may consolidate PSFAs and associated funds identified in its Funding Agreement with other PSFAs provided with its own funds or funds from other sources, provided that the PSFAs may be included in a Funding Agreement under 25 U.S.C. § 458aaa-4. When PSFAs are consolidated in a Funding Agreement by a Co-Signer in accordance with the terms of the Funding Agreement and Title V, the Co-Signer and its employees carrying out those PSFAs may receive Federal Tort Claims Act coverage in accordance with the statutory provisions and regulations cited in the Compact. Whether the Federal Tort Claims Act applies in any particular case is decided on an individual case-by-case basis by the United States Department of Justice and subsequently by the Federal courts. In cases in which a Co-Signer consolidates PSFAs under this section, the Co-Signer shall not be required to segregate funds or PSFAs so long as the Co-Signer can provide sufficient data to permit an acceptable program and financial audit to be conducted.

Section 7 – Program Income, including Medicare/Medicaid Reimbursements. All Medicare, Medicaid or other program income earned by a Co-Signer shall be treated as additional supplemental funding to that negotiated in the Funding Agreement and the Co-Signer may retain all such income, including Medicare/Medicaid, and expend such funds in the current year or in future years. Such funds shall not result in any off-set or reduction in the negotiated amount of the Funding Agreement. Medicare/Medicaid collections of a Co-Signer reimbursed under Title IV of the IHCIA, as amended, shall be used by the Co-Signer in accordance with any applicable statutory restrictions on the use of such funds.

Section 8 – Carryover. All funds paid to a Co-Signer in accordance with this Compact or an associated Funding Agreement shall remain available until expended. Funds carried over from one year to the next shall not diminish the amount of funds the Co-Signer is authorized to receive under its Funding Agreement in that or any subsequent fiscal year as provided in 25 U.S.C. § 458aaa – 7(i). Any such funds, and the corresponding PSFAs, shall not be subject to the provisions of the previous Funding Agreement; however, such funds shall be expended in accordance with the applicable provisions of the Funding Agreement in effect at the time of expenditure.

Section 9 – Matching Funds. Funds provided under this Compact and associated Funding Agreements may be used to meet matching and other cost participation requirements under any other federal or non-federal program pursuant to 25 U.S.C. § 458aaa-11(d).

ARTICLE IV – OBLIGATIONS OF THE UNITED STATES

Section 1 – Trust Responsibility. In accordance with 25 U.S.C. §§ 458aaa – 6(g) and 458aaa – 14(b), nothing in this Compact waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Navajo Nation or individual members of the Navajo Nation which exists under treaty, executive orders, acts of Congress, and court decisions.

Section 2 - Programs Retained.

(a) Secretarial Responsibility. The Secretary hereby retains the responsibility for the PSFAs that are not specifically assumed by the Co-Signers acting individually through their applicable Funding Agreements and the Co-Signers shall continue to be entitled to the full benefit of those PSFAs retained by the Indian Health Service in accordance with 25 U.S.C. § 450l(c).

(b) Information Regarding Indian Health Service Programs. At the written request of a Co-Signer, within 30 days of such request, the Indian Health Service shall provide the Co-Signer with a written list of the directly operated retained PSFAs relevant to health care provided by the Indian Health Service to the Navajo Nation for the upcoming fiscal year. If the requested information cannot be or is not provided within 30 days, the Secretary will provide the Co-Signer, in writing, a reasonable timeline for providing the requested information. To the fullest extent permitted by law, the Secretary shall provide any requesting Co-Signer access to, and copies of, all documents and other information relevant to any retained PSFAs so as to assist the Co-Signer with evaluations the Co-Signer wishes to conduct. The Secretary will cooperate with each Co-Signer to facilitate the assumption of PSFAs in future Funding Agreements of those Co-Signers.

(c) Eligibility for New Programs, Service Increases, and Non-Recurring Resources. In accordance to 25 U.S.C. § 458aaa-5(h), each Co-Signer shall be eligible for new PSFAs and associated funding, service or funding increases and non-recurring resources of the Secretary and the Indian Health Service on the same basis as

other Tribes and Tribal Organizations. The Indian Health Service in consultation with the Co-Signers, may reorganize to sustain its ability to provide, in the most effective and efficient manner, all PSFAs for which the Co-Signers would otherwise be eligible to compact but that have not been included in the Funding Agreement. The Secretary shall notify the Co-Signers' Designated Official of any such new PSFAs, and associated funding, service increases and non-recurring funding to which the Co-Signers may be entitled.

Section 3 – Financial and Other Information.

(a) To assist the Co-Signers in monitoring compliance with 25 U.S.C. § 458aaa – 7(c), the Secretary shall promptly provide to the extent permitted by law, to Co-Signers, upon a written request, complete and accurate financial information including budget allocations and historical expenditure information which are relevant to the determination of amounts due under 25 U.S.C. § 458aaa-7(c). This will include but not be limited to:

(1) Table #1: Congressional Changes to IHS Appropriations;

(2) Table #2: Breakdown of Appropriations, Allowances to Areas and through Headquarters;

(3) Table #3: Breakdown of Headquarter Allowances, Detailed Headquarters Accounts and Categories for Tribal Shares; and

(4) Table #4: Headquarters PSFAs; and

(b) The Secretary shall prepare and promptly supply relevant financial reports and comply with each Co-Signer's written request for information needed to determine funds that may be available for a successor Funding Agreement.

Section 4 – Savings. To the extent the PSFAs carried out under Title V Funding Agreements and this Compact result in a reduction to the administrative or other responsibilities of the Secretary, with respect to the operation of Indian programs, and thereby result in savings that have not otherwise been included in the amount of tribal shares and other funds determined under 25 U.S.C. § 458aaa-7(c), the Secretary shall make such savings available to the Co-Signers for the provision of additional services in accordance with 25 U.S.C. § 458aaa-6(f).

ARTICLE V – OTHER PROVISIONS

Section 1 – Designated Officials. On or before the effective date of this Compact, both the Secretary and each Co-Signer shall provide a written designation of an individual as their representative/liaison. The Secretary shall direct all communications about the Compact, and relevant Funding Agreement, to the Co-Signer's designee. Reference herein to Co-Signers or the Secretary shall include the respective Designated Official thereof.

Section 2 – Indian Preference in Employment, Contracting and Sub-Contracting. The Co-Signers will comply with the Indian preference provisions of sections 7(b) and 7(c) of ISDEAA, Title I, 25 U.S.C. § 450e(b) and (c).

Section 3 – Federal Tort Claims Act Coverage; Insurance.

(a) The Co-Signers are deemed by statute to be part of the Public Health Service ("PHS"), and the employees of the Co-Signers are deemed by statute to be part of or employed by the PHS, for purposes of coverage under the Federal Tort Claims Act, while performing PSFAs under this Compact and described in the applicable Co-Signer's Funding Agreement (including new and existing PSFAs as provided under Article III, Section 5 or 6, or supported with income received in accordance with Article III, Section 7), including coverage for any acts or omissions that may occur in the course of providing services to eligible Indian beneficiaries, as well as those persons served pursuant to IHCIA sections 813(a) and (b), 25 U.S.C. §§ 1680c(a) and (b), as more fully described in 25 C.F.R. Part 900 Subpart M, and incorporated by reference herein, and section 102(d) of ISDEAA, as required by 25 U.S.C. § 458aaa – 15(a).

(b) The status of a Co-Signer, or an employee's status as an employee of a Co-Signer, as part of the Public Health Service, is not affected by the source of the funds used by the Co-Signer to carry out the PSFAs or to pay the employee's salary and benefits as long as the employee does not receive any additional compensation for the performance of covered services from anyone other than the Co-Signer.

(c) The Co-Signer's employee may, while performing under this Compact and applicable Funding Agreement and as a condition of employment, be required by the Co-Signer to provide services to non-Indian Health Service beneficiaries in order to meet the obligations under this Compact either in facilities of the Co-Signer or in facilities other than those of the Co-Signer.

(d) Funds provided under a Funding Agreement may be used to purchase such additional liability and other insurance as is prudent in the judgment of a Co-Signer performing under this Compact and Funding Agreement for its protection and the protection of its employees.

(e) Personal services contracts shall be covered under this provision to the extent provided under section 102(d) of ISDEAA.

Section 4 – Compact Amendments.

(a) Any request for an amendment of this Compact must be communicated in writing to all Co-Signers and to the Indian Health Service. To be effective, any amendment of this Compact shall be in the form of a written amendment to the Compact and shall require written consent of each of the Co-Signers and the Secretary.

(b) This provision shall not apply to amendment of the Compact to include additional Co-Signers. Such amendment shall only require the authorization of the Navajo Nation and the concurrence of the additional Co-Signer, and the Secretary.

Section 5 – Construction. This Compact shall apply to funds included in the facilities category of Indian Health Service appropriations. A Co-Signer may assume construction projects or programs under the authorities of ISDEAA, Titles I or V, or P.L. 86-121. In doing so, the Co-Signer elects to comply with the regulations of the elected statutory provision.

Section 6 – Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Section 7 – Penalties. The parties agree that the criminal penalties set forth in 25 U.S.C. § 450d apply to all activities conducted pursuant to this Compact.

Section 8 – Use of Federal Employees. Section 104 of ISDEAA shall apply to this Compact and to any individuals assigned or detailed to any Co-Signer performing functions under this Compact or leaving federal employment to perform services under this Compact, including assignments either on detail or on leave without pay and with or without reimbursement by the Co-Signer for the travel and transportation expenses to or from the place of assignment and for the pay, or supplemental pay, or a part thereof, of the employee during assignment.

Section 9 – Extraordinary or Unforeseen Events. This Compact obligates each Co-Signer to carry out all usual and ordinary functions respecting the PSFAs it is assuming under its Funding Agreement. In the event major unforeseen or extraordinary events occur, as jointly identified by an individual Co-Signer and the Secretary, with consequences beyond the control of the Co-Signer, the Co-Signer shall have access to additional services and funding amounts for its Funding Agreement as described in its Funding Agreement. The parties will seek to ensure that funds available to the Co-Signer to deal with the unforeseen circumstance will not be less than would have been available to non-Compact Tribes or the Indian Health Service had they encountered a similar circumstance. Each Co-Signer's participation in the Indian Health Service Catastrophic Health Emergency Funds will be identified in the Co-Signer's Funding Agreement.

Section 10 – Mature Contractor Status upon Compact Termination. In accordance with 25 U.S.C. § 458aaa – 5(g)(3), should any Co-Signer elect to or otherwise be required to convert all or some of the programs operated under the Compact back to contract status under P.L.93-638 such conversion shall not affect the Co-Signer's status as having operated a mature contract within the meaning of section 4(h) of ISDEAA. Such conversion would occur only on a date mutually acceptable to the Co-Signer and the Secretary, or as otherwise provided in this Compact, and will be implemented in a

manner which avoids any interruption of services to individual tribal members. If the Compact is terminated or the Navajo Nation or a Co-Signer determines that it will retrocede any PSFA operated under the Compact, the Co-Signer shall not lose its mature contractor status under section 4(h) as provided above.

Section 11 – Limitation of Liability. Any liability to the United States or to any third party incurred by a Co-Signer under it's Funding Agreement shall be the obligation only of that Co-Signer and shall not be the obligation of any Co-Signer of this Compact which did not participate in such performance or expenditure.

Section 12 – Contracting Rights. Nothing in this Compact or in any Funding Agreement shall be construed to preclude a Co-Signer from contracting with the Secretary to perform a PSFA under ISDEAA, Title I, subject, however, to constraints against duplication pursuant to 25 U.S.C. § 458aaa – 5(h).

Section 13 – Sovereign Immunity. Nothing in this Compact or in any Funding Agreement shall be construed to affect the sovereign immunity of the Navajo Nation or any sovereign immunity of a Co-Signer to which it may be entitled by law.

Section 14 – Interpretation of Federal Law. In the implementation of this Compact, the Secretary, to the extent feasible, shall interpret all federal laws, executive orders, and regulations and this Compact in a manner that effectuates and facilitates the purposes of this Compact and achievement of the Co-Signers' health goals and objectives in accordance with 25 U.S.C. § 458aaa – 11(a).

Section 15 – Effect on Non-Signatory Navajo Area IHS Service Units, and Title I Programs.

(a) Nothing in this Compact or associated Funding Agreements shall be construed to limit or reduce in any way the service, contracts or funds that any non-signatory Navajo Area IHS operated Service Unit or tribally operated ISDEAA, Title I, program is eligible to receive.

(b) The Compact shall not be construed to limit or curtail the right of any non-signatory Navajo Area IHS operated Service Unit or tribally operated ISDEAA, Title I, program to pursue a contract under ISDEAA Title I or individual participation in this Compact under Title V.

Section 16 – Severability. This Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact 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 this Compact.

Section 17 – Applicability of Title I Provisions. Provisions of ISDEAA, Title I, shall apply to this Compact as provided in 25 U.S.C. § 458aaa-15(a) and 42 CFR § 137.47-137.49.

Section 18 – Purchases from the Indian Health Service. With respect to functions transferred by the Indian Health Service to a Co-Signer under this Compact or an applicable Funding Agreement, the Indian Health Service shall provide goods and services to a Co-Signer, on a reimbursable basis, including payment in advance with subsequent adjustment. The reimbursements received from those goods and services, along with the funds received from the Co-Signer pursuant to this section, may be credited to the same or subsequent appropriation account which provided the funding, such amounts to remain available until expended.

Section 19 – Counterpart Signatures. This Compact may be signed in counterparts, each of which shall be an original and all of which shall constitute together the same document.

ARTICLE VI – ATTACHMENTS

Section 1 – Approval of Compact. The resolution(s) of the Navajo Nation authorizing this Compact for each Co-Signer are attached as part of Exhibit A.

Section 2 – Funding Agreements. Once executed, each Co-Signer's Funding Agreement shall be attached hereto as Exhibit B, C and D.

ARTICLE VII - COUNTERPART SIGNATURES

FOR THE UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES:

for Yvette Roubideaux, M.D., Director
Indian Health Service

7-6-11
Date

FOR THE TUBA CITY REGIONAL HEALTH CARE CORPORATION:

Grey Farrell, Jr. President, Board of Directors, TCRHCC

3/8/11
Date

FOR THE WINSLOW INDIAN HEALTH CARE CENTER, INC.:

Robert Salabye, President, Board of Directors, WIHCC

3/8/11
Date

FOR THE UTAH NAVAJO HEALTH SYSTEM, INC.:

Wilfred Jones, Chairperson, Board of Directors, UNHS

05/08/11
Date