

1 FUNDING AGREEMENT

2 BETWEEN

3 TUBA CITY REGIONAL HEALTH CARE CORPORATION

4 AND

5 THE SECRETARY OF THE

6 DEPARTMENT OF HEALTH AND HUMAN SERVICES

7 FISCAL YEARS – 2019-2023

8
9 **SECTION 1 - AUTHORITY AND PURPOSE.** This Title V Funding Agreement (FA or
10 Agreement) is executed by and between the Tuba City Regional Health Care Corporation
11 ("TCRHCC"), a non-profit corporation organized pursuant to the laws of the Navajo Nation
12 and designated as a tribal organization by the Navajo Nation Council, and the Secretary of the
13 Department of Health and Human Services, acting through the Indian Health Service (IHS),
14 pursuant to Title V of the Indian Self-Determination and Education Assistance Act (P.L. 93-
15 638, 25 U.S.C. §§ 5381 to 5399), as amended, (ISDEAA or the Act) and is incorporated into
16 and governed by the Navajo Nation Health Compact between authorized Navajo Nation Tribal
17 Organizations and the United States of America, effective May 18, 2011 ("Compact"). Pursuant
18 to the terms of the Compact and this Agreement, TCRHCC is authorized to plan, conduct,
19 operate, and administer the programs, services, functions and activities ("PSFAs") identified in
20 Attachment A to this FA. All terms of this Agreement shall be governed by ISDEAA, its
21 implementing regulations and, to the extent expressly agreed to by the parties hereto, applicable
22 IHS policies. To the extent that any term in this Agreement may be construed as being
23 inconsistent with the Compact or as exceeding the authority granted by the Compact, the
24 provisions of the Compact shall govern. The attachments listed and denoted as Attachments
25 appearing at the end of this Agreement are incorporated by reference as part of this Agreement
26 as if fully set forth herein.

27
28 The Compact between TCRHCC, a Navajo Nation non-profit corporation and tribal
29 organization, and the Secretary of the Department of Health and Human Services ("the
30 Secretary") and this FA, obligates the Secretary to provide funding for and both parties to
31 perform PSFAs identified herein.

32
33 **SECTION 2 - EFFECTIVE DATE AND TERM.** This Agreement shall become effective
34 October 1, 2018 upon execution by both parties and shall extend through September 30,
35 2023. Pursuant to 25 U.S.C. § 5385(e), the terms of this Agreement shall be retroactive to the
36 end of the term of the preceding funding agreement.

37
38 **SECTION 3 - PROGRAMS, SERVICES, FUNCTIONS, AND ACTIVITIES TO BE**
39 **PROVIDED BY TCRHCC.** TCRHCC will operate and administer the PSFAs identified in
40 Attachment A, except that TCRHCC reserves the right to rebudget funds among the programs
41 and services currently provided under this FA and to use rebudgeted funds and income
42 generated directly through the operation of these PSFAs to fund additional programs and

services to the extent that any such programs and services are PSFAs that the Secretary could otherwise contract with TCRHCC to plan, conduct or administer pursuant to 25 U.S.C. §§ 5321(a)(1) and 5385. TCRHCC may redesign PSFAs and reallocate funds in accordance with 25 U.S.C. § 5386(e). To the extent the PSFA descriptions in the Compact or FA conflict with the new descriptions or definitions provided in the Indian Health Care Improvement Act ("IHCIA"), as amended, the IHCIA shall prevail unless they conflict with the ISDEAA, and in such case, the ISDEAA descriptions shall prevail.

(A) Generally. The PSFAs funded by this Agreement are to be provided at facilities within, or reasonably accessible to, the Tuba City Service Unit. Funding is provided under this Agreement for members of the Navajo Nation and other eligible IHS beneficiaries. PSFAs will also be provided to members of the San Juan Southern Paiute Tribe and members of the Hopi Tribe who reside in the upper and lower Moenkopi Villages, to the extent authorized by each respective Tribe's resolution and supported by associated funding provided under this Agreement.

TCRHCC will be responsible for the provision and operation of all PSFAs listed in Attachment A, which may change from time to time as provided for in this Section and in Section 20 below, at such time as additional PSFAs are assumed by TCRHCC. TCRHCC anticipates that these PSFAs will be provided either directly by TCRHCC or by subcontract, with overall policy direction and coordination of all health programs and services to be provided by TCRHCC. Some of these services may be provided through contracts or agreements with outside providers, including, but not limited to, sharing of specialized health resources, and personal services contracts with entities (either individuals or organizations) under Section 310A of the IHCIA. The TCRHCC Chief Executive Officer is responsible for the day-to-day management and administration of PSFAs by TCRHCC referenced herein, according to the policies and procedures established by the TCRHCC Board of Directors.

(B) Liability.

1. Federal Tort Claims Act. Pursuant to Article V, Section 3, "Federal Tort Claims Act Coverage; Insurance" of the Compact, the Federal Tort Claims Act ("FTCA") applies to TCRHCC's PSFAs under this Agreement as provided in Section 516(a) of Title V, which incorporates Section 102(d) of Title 1 of ISDEAA and Section 314 P.L. 101-512. The extent of FTCA coverage is described more particularly in 25 C.F.R. §§ 900.180 - 900.210.

2. TCRHCC and its employees carrying out statutorily mandated grants programs added to the FA are eligible for FTCA coverage, as the above-cited statutes may allow.

3. Insurance. There is no requirement that TCRHCC purchase liability insurance to protect or indemnify the federal government. TCRHCC may purchase liability insurance to supplement FTCA coverage and such purchase is an allowable cost under this Agreement.

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

resort subject to availability of IHS funding.

SECTION 4 - SERVICES TO NON-BENEFICIARIES. Services may be provided by TCRHCC to otherwise ineligible persons as provided under Section 813(c) of the IHCA, as amended, 25 U.S.C. § 1680c(c), and other applicable law. The TCRHCC Board of Directors has determined, consistent with, and in consideration of, the requirements stated in 25 U.S.C. § 1680c(c)(2), that the provision of services to individuals who are not otherwise eligible for health services provided by IHS will not result in a denial or diminution of health services to eligible Indians. This determination is memorialized in a resolution of the Board entitled, "REGARDING THE PROVISION OF HEALTH SERVICES TO NON-BENEFICIARIES" January 31, 2017, which is attached as Attachment H. Consequently, TCRHCC is authorized to provide services to non-beneficiaries to the extent set forth in this Section 4 and in compliance with the requirements of 25 U.S.C. § 1680c(c)(2).

SECTION 5 - AMOUNT OF FUNDS. The Fiscal Year's (FY 2019) Funding Tables, attached as Attachments B through D and Attachment F, summarize the annual amounts by IHS budget category available to TCRHCC in the current fiscal year as of the most recent amendment dated August 8, 2019. These amounts reflect program base funding for the transferred PSFAs identified in this Agreement in the Attachment A, Headquarters and Area Office tribal shares and associated contract support costs. These amounts may be adjusted consistent with section 5(F) and 5(I) of this agreement. These annual amounts will be adjusted to reflect any additional FY 2019-2023 funding amounts after enactment of the FY 2019-2023 appropriations. For FY 2020-2023, the parties will negotiate subsequent FA Tables, which will accordingly be incorporated into this FA and will supersede the prior FY's FA Tables. Funds will be transferred to TCRHCC under this FA to the extent that the TCRHCC assumes the associated PSFAs during the associated fiscal year covered by this FA. The IHS funding allocations shown in Attachment B are not binding on TCRHCC, and TCRHCC may redesign program and/or rebudget funds between and among activities according to its priorities to the extent otherwise permitted by the ISDEAA and applicable federal appropriations laws, as set forth in Section 3 of this Agreement.

(A) Stable Base Budgets. In accordance with 25 U.S.C. § 5385(g), the TCRHCC has requested budgets reflecting stable base funding for (five) 5 years including Headquarters and Area Office tribal shares based on current fiscal year final annual recurring funding amounts. Adjustments by IHS to the base funding amounts will be permitted in direct proportion to changes in appropriated amounts due to congressional actions. Funding adjustments will also be made by IHS when TCRHCC chooses to take a previously retained tribal share PSFA. TCRHCC will also be eligible for funding for service increases, new services, mandates, population growth, Indian Health Care Improvement Fund, Contract Support Cost and the increases in resources on the same basis as all other tribes. TCRHCC will also remain eligible for distribution of year end funds from any other source of funds that the IHS may from time to time determine it will distribute to operating units.

(B) Intergovernmental Personnel Agreement (IPA)/Memorandum of Agreement (MOA) Costs. IPA/MOA costs will be determined, funded, and processed as detailed in the Buyback Agreement between IHS and TCRHCC.

(C) **Area Office Resources.** Area Office resources are identified in the table entitled "Navajo Area Office Tribal Shares Table," attached as Attachment C. All funds for Sanitation Facilities Construction, PL 86-121, are determined based on program formula and TCRHCC has elected that such resources be retained by IHS. See Attachment C. The Area Office will also retain funds for other PSFAs that TCRHCC has not assumed under this FA.

The total amount of Area Office resources that support or benefit TCRHCC PSFAs annually is shown on Attachment C. This amount is for TCRHCC only and does not include resources benefitting or supporting other Indian tribes or PSFAs under contract by the Navajo Nation and the San Juan Southern Paiute Tribe (Attachment G- Tribal Resolution) or PSFAs retained by the NAIHS.

(D) **Headquarters and OEHE Resources.** TCRHCC's IHS Headquarters annual tribal shares and the funds available during the term of this agreement are shown in Attachment D. These amounts are for the TCRHCC only and do not include resources benefitting or supporting other tribes or programs operated by the Navajo Nation and the San Juan Southern Paiute Tribe (Attachment G- Tribal Resolution) under its separate ISDEAA contract(s) with IHS, or PSFAs retained by IHS. TCRHCC shall use these funds in support of the PSFAs in this FA.

TCRHCC shall be eligible to receive a share of the balance of funds remaining in the "Emergency Fund," and "Management Initiatives" line items (as shown on Attachment D). Any such balance shall be distributed in accordance with the "Tribal Size Adjustment" methodology or such other methodology or program formula that is utilized to make funding available to other tribes and tribal organizations. Any such funds shall be distributed within ten (10) calendar days after they are advised to IHS, or at the end of the fiscal year, whichever is sooner.

(E) **Contract Support Funds.** Contract Support Costs. Contract Support Costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and §5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2019-2020, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$14,060,598, including \$2,243,224 for direct CSC and \$11,817,374 for indirect CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325, and, to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3 (approved August 6, 2019). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDA, the parties may pursue any remedies available to them under the ISDA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

(F) **Grants.** Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to the TCRHCC Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add TCRHCC diabetes

grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this Funding Agreement after such grant(s) have been awarded. Grant funds will be paid to TCRHCC as a lump sum advance payment through the Payment Management System grants payment system as soon as practicable after award of such grant. TCRHCC will use interest earned on such funds to enhance the purposes of the grant including allowable costs. The TCRHCC will comply with all terms of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant. TCRHCC and its employees carrying out statutorily mandated ISDEAA grant programs added to this FA are subject to the FTCA.

(G) Competitive, Formula and Other Funds. Funds for PSFAs assumed by TCRHCC, as reflected in Attachment A of this Agreement, not now included in this Agreement, which are available to area offices, service units, operating units, or tribes or tribal organizations on a competitive, formula, or other basis, including non-recurring funding, shall be determined by the relevant calculation. These funds shall be made available to TCRHCC on the same basis as such funds are available to IHS, service units, operating units, or other tribes and tribal organizations, and any such funds due TCRHCC during the term of this agreement shall be added to this Agreement. This does not include grant awards, which remain subject to the conditions or restrictions set forth in the awarding instrument and applicable laws.

(H) Adjustments and Increases. The funding amounts referenced in this FA and its attachments are subject to change based upon appropriations, the transfer of IHS PSFAs, and the actual date of assumption of PSFAs by TCRHCC. When funds due are not transferred by the Secretary as part of the initial lump sum payment, they must be transferred within ten (10) days after distribution methodologies and other decisions regarding payment of those funds have been made by IHS pursuant to 42 C.F.R. § 137.77. TCRHCC shall be eligible for funding for new services, service increases, inflation increases, and general increases on the same basis as IHS, service units, operating units, or all other tribes and tribal organizations. Amendments reflecting payment of these funds shall be provided to TCRHCC after any such funds are added to the FA. TCRHCC retains the right to reject the addition of the funds to the FA and return the funds to IHS, as provided in Section 20 below.

The parties recognize that the total amount of the funding due under this Agreement is subject to adjustment due to Congressional appropriations or other laws affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such law, the amount of funding provided to TCRHCC in this Agreement will be adjusted as necessary after TCRHCC has been notified of such pending adjustment and subject to any rights which TCRHCC may have under this FA, the Compact, or the law.

The funding in this Agreement is subject to adjustment in the event that the San Juan Southern Paiute ("SJSP") provide a resolution authorizing TCRHCC to provide additional PSFAs. The amount of such adjustment will be negotiated between TCRHCC and the IHS.

(I) Reconciliation. For the term of this FA, reconciliations will be held between the TCRHCC and Area Office on a quarterly basis, or more often as needed. The parties agree that, within ten (10) calendar days of each reconciliation, the IHS will transfer any funds due to

TCRHCC.

(J) Collections, Credits or Refunds After the Transition Dates. The parties agree that any collections, credits or refunds received by the IHS, an IHS service unit or TCRHCC after the effective date of this Agreement will be credited to the facility that generated the collection. These collections will be reconciled at the reconciliation provided for under Subsection (I) of this Section 5.

(K) Maintenance and Improvement (M&I) and Biomedical Equipment Funding Pools. TCRHCC is included in the IHS M&I and Biomedical Equipment pools. TCRHCC shall participate in these pools and receive funds based on the same procedures and distribution methodologies and formulas as are applicable to all other IHS facilities.

SECTION 6 - PROGRAMS, SERVICES, FUNCTIONS AND ACTIVITIES, RETAINED BY IHS.

(A) Residual Administrative Functions and Resources. IHS shall remain responsible for performing "inherently federal" services and functions with the resources identified by the IHS as "residual" in Attachment E.

(B) Retained Functions and Resources. The IHS retains responsibility for all non-residual PSFAs that TCRHCC did not assume and for which TCRHCC is eligible to compact from the IHS. The TCRHCC reserves the right to negotiate with IHS to assume PSFAs retained by IHS.

(C) Access to Training and Technical Assistance. To the extent funds are retained by the IHS, or the cost of such assistance reimbursed by TCRHCC, TCRHCC shall have access to training, continuing education, and technical assistance in the manner and to the same extent TCRHCC would have received such services if it were not a Self-Governance Compactor.

SECTION 7 - ACCESS TO FEDERAL INSURANCE. Subject to guidance established by Office of Personnel Management, the TCRHCC may exercise its right under Section 409 of the Indian Health Care Improvement Act ("IHCIA"), 25 U.S.C. § 1647b, to provide federal life and health insurance to its employees.

SECTION 8 - PAYMENT OF FUNDS. Except as otherwise provided in this Agreement, any and all funds due TCRHCC under this Agreement, as specified by Section 5 and listed in Attachments A, B, C and D, that are recurring to IHS shall be included in an advance lump sum payment to TCRHCC as provided in Article II, Section 5 of the Compact. Specifically, the IHS shall provide annual recurring funding due under this Agreement in one lump sum payment within twenty (20) calendar days of the apportionment of such funds, or within ten (10) calendar days of the effective date of this Agreement, whichever is later. Competitive, formula, and other funds that require further calculation shall be paid within ten (10) calendar days of the date on which the IHS reaches a final allocation decision following tribal consultation, or within ten (10) calendar days of the effective date of this Agreement, whichever is later. IHS shall pay to the TCRHCC any interest that may be due under the Prompt Payment Act, (31

U.S.C. § 3901 et seq.) for late payments under this Agreement.

SECTION 9 - REPORTS. Pursuant to the Single Audit Act, as amended, 31 U.S.C. §§ 7501-7507, ISDEAA, 25 U.S.C. § 5305(f)(1), § 5386, and 42 C.F.R. § 137.200-137.207, the TCRHCC shall provide to the IHS, the Federal Audit Clearinghouse and National External Audit Review, its annual A-133 Single Agency Audit Report. The TCRHCC shall provide such other reports as agreed upon by the parties from time to time.

SECTION 10 - RECORDS. Except as provided by law, the records generated and maintained by TCRHCC shall not be treated as federal records under Chapter 5 of Title 5 of the United States Code, except that:

(A) Patient Records Disclosure. Patient medical records may be disclosed only in accordance with the applicable provisions of 5 U.S.C. § 552a(b) and the HIPAA Privacy Rule, 45 C.F.R. Parts 160 and 164; and

(B) Patient Records Storage. Pursuant to Section 105(o) of the ISDEAA, the medical records generated by TCRHCC shall, at the option of TCRHCC, be stored with the National Archives and Records Administration to the same extent and in the same manner as other Department of Health and Human Services patient records.

SECTION 11 - EARMARKED AND RESTRICTED FUNDS. TCRHCC shall comply with applicable federal appropriations law regarding use of earmarked and restricted funds.

SECTION 12 - NO REDUCTION IN PROGRAMS OR SERVICES TO OTHER TRIBES. The IHS has reviewed and determined that nothing in this Agreement diminishes any resources to other tribes.

SECTION 13 - MEDICARE/MEDICAID AND THIRD PARTY BILLING AND RECOVERIES. For health care services provided by TCRHCC, TCRHCC shall exercise its right pursuant to 25 U.S.C. § 1621e, to submit claims directly to and recover directly from Medicare and Medicaid and other third parties responsible for payment and these funds will be available as provided in Section 5(J) of this Agreement. All funds recovered from Medicare and Medicaid shall be used as allowed by applicable law.

a. **Reimbursement of Funds.** TCRHCC has elected to directly collect Medicare and Medicaid payments as provided in Section 401 of the IHCA, 25 U.S.C. § 1641, as amended. TCRHCC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payer for services provided under this FA (and previous annual FAs) in accordance with Section 401 of the IHCA, as amended, by Public Law 111-148, 25 U.S.C. 1641, and Section 206 and 207 of the IHCA, as amended at 25 U.S.C. §§ 1621e and 1621f. Any amounts collected by the IHS that should have been paid to TCRHCC in accordance with Section 401 of such Act, 25 U.S.C. § 1641, either prior to or after the effective date of this FA shall be added to this FA by addendum.

b. Use of Third-Party Collections. All Medicare, Medicaid and other program income earned by TCRHCC shall be treated as supplemental funding to that negotiated in the FA. TCRHCC may retain all such income and expend such funds in the current year or in future years except to the extent that the IHCA, as amended (25 U.S.C. § 1601 *et seq.*) provides otherwise for Medicare and Medicaid receipts. Such funds shall not result in any off-set or reduction in the amount of funds TCRHCC is authorized to receive under its FA in the year the program income is received or for any subsequent fiscal year, 25 U.S.C. § 5388(j).

c. Recovery Right. TCHRCC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with Section 206 of the IHCA, as amended at 25 U.S.C. § 1621e.

SECTION 14 - RECOVERIES, PROGRAM INCOME AND REIMBURSEMENTS. To the extent that TCRHCC or IHS (including any IHS-operated service units) receive program income otherwise payable to either the IHS or TCRHCC, in accordance with 25 U.S.C. § 1621(e) and 1621(f) and other applicable law, Medicare and Medicaid and other third party collections, quarters reimbursements, and other reimbursements, the funds will be promptly transferred to the appropriate party, unless a specific deadline for transfer is stated in this Agreement, in which case the stated deadline shall apply.

SECTION 15 - USE OF FEDERAL REAL PROPERTY. The IHS hereby authorizes the TCRHCC to utilize all of the federally owned real property IHS previously utilized, 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 Section 105(f)(1) and 512(c) of the ISDEAA, as amended, to be used in connection with carrying out the terms, conditions, and provisions of this FA and any subsequent FA. The parties agree they will immediately begin to negotiate an appropriate agreement setting forth the terms and conditions for use of such federally-owned real property.

SECTION 16 - PERSONAL PROPERTY. The TCRHCC has elected to take title to all personal property furnished by the Federal government for use in its performance under this Agreement. The TCRHCC shall take title to all personal property purchased with funds under the TCRHCC Compact.

SECTION 17 - OPERATION AND MAINTENANCE OF QUARTERS.

(A) The TCRHCC shall be responsible for the planning, operation, management, and maintenance of all housing facilities, also referred to as quarters, within the Tuba City Service Unit. TCRHCC shall comply with TCRHCC housing policies regarding the management of quarters.

(B) TCRHCC shall be responsible for the day-to-day operations of these quarters including, but not limited to, routine maintenance and up-keep of heating systems, cooling systems, appliances, grounds, and the building structures.

(C) TCRHCC may establish rental rates and collect rents for federally-owned quarters

within the Tuba City Service Unit in accordance with Section 309 of the IHCA, 25 U.S.C. §1638. TCRHCC shall collect rent and utilities charges from TCRHCC employees (where utility charges are not paid directly to the utility provider by the employee) including from Federal employees who occupy the quarters as well as other tenants through payroll deductions and maintain said funds in a quarters return fund. These funds shall be used by TCRHCC for payment of utilities and maintenance and repair and operation of the quarters, as TCRHCC determines to be appropriate. TCRHCC will provide notices to the affected federal employees and the Secretary that TCRHCC has elected to directly collect from them under Section 309 of the IHCA, 25 U.S.C. §1638. Upon receipt of such notice, the affected federal employees shall pay rent for occupancy directly to TCRHCC.

SECTION 18 - PRIME VENDOR CONTRACT. Until such time as TCRHCC may establish agreements directly with the Veterans Administration (VA), TCRHCC will continue to purchase pharmaceuticals and medical supplies through the National Supply Service Center, as well as other General Purchasing Organization (GPO) pursuant to the agreement with the VA

SECTION 19 — SUBSEQUENT FUNDING AGREEMENTS. As provided in the Compact, negotiations for a subsequent funding agreement shall begin not later than 120 calendar days prior to the conclusion of this FA. The amount of funds required to be provided by Sections 106(a) and 508(c) of the ISDEAA for each subsequent FA, which is subject to the availability of appropriations, shall only be reduced in compliance with the requirements of Sections 106(b) and 508(d) of the ISDEAA.

SECTION 20- AMENDMENT OF THIS AGREEMENT.

(A) Form of Amendments. Except as otherwise provided in this FA, the Compact or by applicable law, any amendment to this FA shall be in the form of a written amendment and signed by both TCRHCC and the IHS.

(B) Amendment to Add Additional Programs. The TCRHCC reserves the right to identify other PSFAs that it wishes to include in this Agreement by amendment during the term of this Agreement. If TCRHCC's proposal(s) to include additional activities is approved by IHS, this Agreement will be amended to include such PSFAs. Should the parties fail to reach agreement, TCRHCC may submit a final offer in accordance with the Title V procedures set out in Sections 507(b)-(d) of the Act.

(C) Amendments to Add Additional Available Funding. TCRHCC shall be eligible for any increases in funding or for funding for Maintenance and Improvement Funds, other reimbursements, and new programs established under the Indian Health Care Improvement Act or any other applicable law, as well as funds available to IHS Headquarters and the Area Office, whether those funds are recurring or non-recurring funds, on the same basis as the Area Office, service units, operating units, or other tribes and tribal organizations. This agreement shall be amended to provide for the timely payment of such funds to TCRHCC.

(D) Funding Increases. Written consent of TCRHCC shall not be required for issuing amendments which result from increases in actual appropriation levels or which represent an increase in funding for PSFAs identified in this FA. Such increases may include:

(1) Program/Area/HQ Mandatories;

(2) Program/Area/HQ End-of-year Distributions; Contract Health Emergency Fund (CHEF) and other related CHS Services; and any unused reserves as provided in this Agreement;

Amendments reflecting payment of these funds shall be provided to TCRHCC within ten (10) business days after any such funds are added to the FA. TCRHCC retains the right to reject the addition of the funds to the FA and return the funds to IHS.

SECTION 21 — DISPUTES

The parties to this Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Section 507(b)-(d) of Title V. TCRHCC does not waive any remedy it may have under the law with regard to these issues and any others not listed therein.

SECTION 22 - TITLE I DISCRETIONARY PROVISIONS APPLICABLE TO THIS AGREEMENT

As authorized in 25 U.S.C. § 5396(b), TCRHCC exercises its option to include the following provisions of Title I of the ISDEAA as part of this Agreement; these provisions will have force and effect as if they were set out in full in Title V of that Act:

25 U.S.C. § 5304(e) (defining "Indian tribe");

25 U.S.C. § 5322(b) (relating to grants);

25 U.S.C. § 5322(d)(1) (relating to duty of Secretary to provide technical assistance);

25 U.S.C. § 5324(a)(I) (relating to contracting or cooperative agreement law);

25 U.S.C. § 5328(b) (relating to conflicting laws and regulations);

25 U.S.C. § 4501(c), section 1(b)(8)(F) (relating to screener identification);

25 U.S.C. § 4501(c), section 1(b)(9) (relating to availability of funds);

25 U.S.C. § 4501(c), section 1(d)(1)(B) (relating to construction of the contract);

and

25 U.S.C. § 4501(c), section 1(d)(2) (relating to good faith).

SECTION 23 – REASSUMPTION

Reassumption in General. As required under Section 507 of ISDEAA, the Secretary is authorized to reassume operation of a PSFA (or portions thereof) and associated funding pursuant to the specific criteria set forth therein.

SECTION 24 — SEVERABILITY

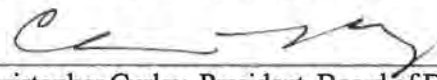
(A) Except as provided in this section, this Agreement shall not be considered invalid, void

or voidable if any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

(B) If any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction, and if the parties mutually agree, the parties may at their option, treat this Agreement as invalid, void or voidable or terminate it in accordance with the provisions of this Agreement.

DATED this 5th day of December, 2019.

TUBA CITY REGIONAL HEALTH CARE CORPORATION

BY: 
Christopher Curley, President, Board of Directors, TCRHCC

UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
INDIAN HEALTH SERVICE

BY: 
 Rear Admiral Michael Weahkee
Principal Deputy Director, Indian Health Service

- Attachment A – TCRHCC FY2018-23 Summary of Current PSFAs
- Attachment B - TCRHCC Program Funding
- Attachment C - Navajo Area Office Tribal Shares Table
- Attachment D - TCRHCC Headquarters Shares Table
- Attachment E - Residual Table
- Attachment F - CSC Funding Table
- Attachment G – San Juan Southern Paiute Tribe Resolution No. 2019-71
- Attachment H – TCRHCC Health Board Resolution on Services to Non-Beneficiaries
- Attachment I – List of Locations where TCRHCC administers PSFAs.

Attachment A

TCRHCC FY2019-23 SUMMARY
OF CURRENT PSFAs

**ATTACHMENT A TO FUNDING AGREEMENT
BY AND BETWEEN TUBA CITY REGIONAL HEALTH CARE CORPORATION
AND THE INDIAN HEALTH SERVICE
FY 2019-2023 Funding Agreement**

Programs, Services, Functions and Activities

Tuba City Regional Health Care Corporation (TCRHCC) is a Regional Medical Center offering a wide range of inpatient, outpatient, skilled nursing and chronic care services for the prevention, diagnosis, treatment, consultation, and rehabilitation of disease and related conditions. Services include: Primary Care, Specialty Care, Rehabilitation, Preventative Care, Public Health Services, and providing Specialty and Consulting Support Services for Facilities in the TCRHCC Region. Services are offered in various locations including, the locations identified in Attachment I of TCRHCC's FY 2018-2023 Funding Agreement. Services are provided through modalities such as direct inpatient and outpatient care, telemedicine consultation, field clinics, community support, home care and elder care. These services are provided to improve comprehensive care access, continuity of care, and health care outcomes for communities across our region and to ensure a full range of advanced primary and specialty health services.

This PSFAs identified in this Attachment are administered, provided or delivered by TCRHCC in accordance with 25 U.S.C. § 5385(d).

I. HOSPITAL INPATIENT and OUTPATIENT AMBULATORY CARE SERVICES:

Patient care is provided in a 73-bed hospital and through ambulatory primary care and specialty clinics. The ambulatory clinics are located on the main campus within or in proximity of the hospital facility; satellite clinics are off site from the main campus and include clinics operated through memoranda of agreements that support the PSFAs covered by the FA. These services may be provided via telemedicine or on-site facilities, mobile health care vans and through on-site services provided at outside entities, including the Navajo Nation correctional facility in Tuba City, school clinics or at school sponsored events. In addition, public health care is provided in the home. Both patient and health care provider training and educational services are provided in support of the PSFAs administered by TCRHCC and the health care needs of the patients.

In general, the services provided include, but are not limited to, the following:

- A. Clinical Services: TCRHCC provides a comprehensive range of primary and specialty health care services, appropriate for a regional medical center and integrated health system, to prevent and treat disease and injury and to promote improvements in health status and outcomes.
- B. Nursing Services: Nursing care is provided within the scope of standard nursing practices. Nursing Care includes both inpatient and outpatient medical and surgical services for adult, pediatric, prenatal, perinatal and neonatal.
- C. Skilled Nursing Services: These services are intended to include post-hospital inpatient

- services needed for treatment of various medical and surgical services (e.g., swing beds, SNU or SNF).
- D. Emergency Medicine, Trauma and Critical Care Services: Provides comprehensive multidisciplinary management of any patient with an emergency or urgent disease or condition on a 24/7 basis. Services include, but are not limited to, care of any patient who presents for emergent or urgent care. Care includes, diagnosis and treatment, stabilization within the resources of TCRHCC and when necessary the transfer to facilities to continue the care not available at TCRHCC. Staff may be involved in transport of patients. Emergency services also includes the provision of disaster coordination and provision of health services at on scene sites in the event of a public health emergency or natural disaster within the capabilities of TCRHCC. TCRHCC also provides for medical direction for EMS land and air services, including transportation and air and ground ambulance services to and from TCRHCC, to include provision of a helipad landing zone.
- E. Family Medicine Services: Provides both outpatient and inpatient medical care for pediatric, adolescent and adult patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, Primary Care and Subspecialty Services such as Geriatric, Rheumatology, Dermatology, Neurology, Infectious Disease, Hematology, Nephrology, Cardiology, Pulmonary Disease, Allergy, Immunology, Oncology, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders, and the co-ordination of referral to outside services not available at TCRHCC.
- F. Internal Medicine Services: Provides both outpatient and inpatient medical care for adolescent and adult patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, Primary Care and Subspecialty Services such as Geriatric, Rheumatology, Dermatology, Neurology, Infectious Disease, Hematology, Nephrology, Cardiology, Pulmonary Disease, Allergy, Immunology, Oncology, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders, and the co-ordination of referral to outside services not available at TCRHCC.
- G. Pediatric Services: Provides both outpatient and inpatient medical care for newborn infants, children and adolescents patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, Primary Care and Subspecialty Services such as Level II Nursery, Genetics, Rheumatology, Dermatology, Neurology, Infectious Disease, Hematology, Nephrology, Cardiology, Pulmonary Disease, Allergy, Immunology, Oncology, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders, and the co-ordination of referral to outside services not available at TCRHCC.
- H. Obstetric and Gynecological Services: Provides both outpatient and inpatient obstetrical and gynecological care which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to, Primary Women's Health care, prenatal care, Perinatal care, and post partum care, antenatal testing; amniocentesis, ultrasound, support for high-risk deliveries, surgery for gynecological and uro-gynecological diseases and conditions.
- I. Surgical Services: Provides both outpatient and inpatient services for Pediatric and Adult patients which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to, General Surgery and Surgical Subspecialties such as, Orthopedics, Podiatry, Urology, Peripheral Vascular, Bariatric, Pediatric, Otolaryngology, Dental, Pediatric Dental, and Oral Surgery. It also includes Endoscopic diagnostic and treatment services. Facilities include ambulatory surgery units,

operating rooms, endoscopy rooms, along with support services such as sterile processing services.

- J. Anesthesia Services: Provides outpatient and inpatient services for Pediatric and Adult patients which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to, General Regional and Local Anesthesia, post-anesthesia care and pain services and management.
- K. Ophthalmology and Optometry Services: Provides both outpatient and inpatient services for Pediatric and Adult patients which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to, optometry and ophthalmologic medical and surgical treatment (e.g., minor and major surgery, laser therapy) and management of diseases and disorders of the visual system, and related structures as well as in the diagnosis of related systemic conditions (e.g., diabetes) visual acuity, visual field testing, and the prescribing and dispensing of glasses and contact lenses.
- L. Dental Services: Provides both outpatient and inpatient services for Pediatric and Adult patients which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation for dental health and dental disease through services including, but not limited to, General Dentistry, Pediatric Dentistry Oral Surgery, Orthodontics, and Endodontic, and Periodontal care.
- M. Mental Health Services: Provides outpatient and inpatient counseling and psychiatric services to individuals and families, including, but not limited to, counseling, psychiatric services, evaluations, including court-ordered evaluations and evaluations pursuant to memoranda of agreement, telephone consultation to providers, 24-hour on-call services, outpatient and inpatient consultations. Provides social services including, but not limited to, assistance with psychosocial issues, consultation and training, developing care and placement plans, and coordinating patient case management with other patient services.
- N. Alcohol and Substance Abuse Services: Provides services including, but not limited to, screening, assessment and referrals to appropriate inpatient/outpatient centers, and short-term counseling and group activities for patients, including clinical behavioral health services as part of the provision of alcohol and substance abuse services.
- O. Clinical Laboratory Services and Pathology Services: Provides a full range of laboratory services including, but not limited to, chemistry, hematology, pathology, microbiology, transfusion services, and clinical tests in support of patient diagnosis and treatment. Also serves as a referral laboratory, a reference laboratory and pathology service by contract for testing services not performed at TCRHCC.
- P. Radiology Services: Provides both outpatient and inpatient services for Pediatric and Adult patients which includes, but is not limited to, providing diagnostic examinations that include general radiography, mammography, ultrasound, echo cardiogram, teleradiology, computed tomography (CT) scans, positron-emission tomography, biopsy, vascular and interventional procedures, and MRI (Magnetic resonance imaging) and bone density studies.
- Q. Pharmacy Services: Provides both outpatient and inpatient pharmaceutical services for Pediatric and Adult patients including, but not limited to, prescribing therapies (e.g., anti-coagulation, diabetes management and immunization clinics), recommending therapies, dispensing medications and monitoring of medication treatment plans to assure appropriate, safe, cost effective therapies and provides patient education/counseling and information regarding pharmaceutical treatment to assure compliance and mediate against potential adverse effects.

- 133 R. Respiratory Therapy Services: Provides both outpatient and inpatient diagnostic and
134 treatment services for Pediatric and Adult patients including, but not limited to, ECG, Holter
135 monitoring, event monitoring, arterial blood gases, pulmonary function testing, pulse
136 oximetry, nebulizer and IPPB therapy, sleep disorder laboratory testing and treatment and
137 ventilator support.
- 138 S. Physical Rehabilitation Services: Provides both outpatient and inpatient evaluation and
139 treatment services for Pediatric and Adult patients including but not limited to,
- 140 • Physical Therapy Services: Provides both outpatient and inpatient services for
141 Pediatric and Adult patients including evaluation, education, treatment, prevention,
142 and consultation including, but not limited to, patients with acute and chronic
143 neurological disease and disorders, musculoskeletal and joint disorders and diseases,
144 pre and post operative evaluation and treatment, wound care, ongoing care for
145 diabetic patients, self-care education and coordination with other patient services.
 - 146 • Speech-Language Pathology and Occupational Therapy Services: Provides both
147 outpatient and inpatient services for Pediatric and Adult patients including
148 evaluation, treatment, education, prevention, and consultation including, but not
149 limited to, speech-language therapy and occupational therapy, screening, diagnosis,
150 rehabilitation and prevention with a wide variety of diagnoses, to patients who have
151 conditions that are mentally, physically, developmentally, or emotionally disabling,
152 to help them to develop, recover, or maintain daily living and work skills.
 - 153 • Cardiac and Pulmonary Rehabilitation Services: Provides both outpatient and
154 inpatient services for Adult patients including evaluation, treatment, education,
155 prevention, and consultation including, but not limited to, cardiopulmonary
156 rehabilitation which is a physician referred program offering both monitored, and
157 non-monitored cardio-pulmonary physical training; education and training that,
158 includes diet, stress management, and smoking cessation; and other interventions to
159 promote a healthier lifestyle.
- 160 T. Nutrition and Dietetics Services: Provides both outpatient and inpatient services for
161 Pediatric and Adult patients including evaluation, treatment, education, prevention, and
162 consultation including, but not limited to, medical nutritional therapy, nutritional screening
163 and assessment, nutritional education and monitoring, supplemental feedings, consultative
164 assistance for selected patients, and the food service that is responsible for providing patient
165 meals and cafeteria service for patients, visitors and employees.
- 166 U. Public Health Nursing Services: Provides public health nursing services.
- 167 V. Diabetes Clinical Treatment and Prevention Services: Provides primary, secondary and
168 tertiary prevention services, including, but not limited to, diagnosis, treatment, education,
169 prevention, research, screening, monitoring case management services, including peritoneal
170 dialysis.
- 171 W. Health Promotion Program Services: Provides an integrated holistic approach that is
172 directed at individual and community empowerment with positive, proactive approaches to
173 making healthy lifestyle changes. Includes, but is not limited to, employee health and
174 community health and health promotion programs, sponsoring events to promote health
175 services, disease prevention, healthy life style activities.
- 176 X. Telemedicine Services: Provides both outpatient and inpatient services for Pediatric and
177 Adult patients including evaluation, treatment, education, prevention, and consultation
178 including, but not limited to, the diagnosis and treatment, consultation, monitoring and

management of patients through interactive audio, video and data modalities, through both Primary Care and Subspecialty Services are supported by telemedicine at TCRHCC and at satellite sites. Teleradiology services are also supported to provide interpretation of diagnostic images with contract providers.

Y. Purchased Referred Care: Authorizes funds within established medical priorities for certain services provided by non-IHS or non-tribal providers and facilities both inside and outside of the service area. Access by qualified beneficiaries to PRC may be obtained only by authorization of TCRHCC staff that has been delegated the authority to approve PRC. This requires that beneficiaries must be referred by a TCRHCC physician to the PRC program for consideration of their PRC request prior to approval, or must obtain required approval for care as provided by applicable federal regulations.

Z. Complementary and Alternative Medicine Services: Provides complementary and alternative medicine ("CAM") patient care services, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition, and which are provided either (a) through a referral from a provider (defined as MD, DO, DDS, DMD, PA, APN, DPM) on the TCRHCC medical staff or (b) by a TCRHCC medical staff member who is credentialed and privileged as required by TCRHCC's accrediting or certifying body for the specific CAM services to be provided.

AA. Medical Gases: Provides liquefied, dissolved, vaporized and cryogenic compressed medical gases alone or in combination as defined in the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 321(g)(I).

BB. Traditional Healing: Provides services including, but not limited to, traditional Navajo, Hopi and Paiute healing practices and ceremonies. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1680u. Although the Secretary may promote traditional health care practices, consistent with IHS standards for the provision of health care, health promotion, and disease prevention under the ISDEAA, the United States is not liable for any provision of traditional health care practices pursuant to this chapter that results in damage, injury or death to a patient. 25 U.S.C. §1680u (Traditional Health Care Practices).

CC. TCRHCC Employee Health: Provides health services for TCRHCC employees including, but not limited to, health services under the TCRHCC employee assistance program, screenings and immunizations, and related services.

DD. Durable Medical Equipment: Provides durable medical equipment, supplies and related services.

EE. Itinerant Services: Provides periodic rotation of TCRHCC personnel at other IHS facilities, P.L. 93-638 facilities and Navajo Nation P.L. 93-638 programs for primary and specialty care.

FF. Transportation Services: TCRHCC provides patient (including escorts, in accordance with Section 213 of IHCIA, 25 U.S.C. § 1621, as amended,), lab and related courier transportation, and employee travel and travel management, including but not limited to, airplanes, helicopter, motor vehicles, boats, all terrain vehicles and other forms of

221 transportation common to the TCRHCC region, including vehicles owned or leased by
222 TCRHCC and privately owned vehicles used in the performance of the PSFAs under this
223 Funding Agreement.

224 GG. EMS & Emergency Transportation Services: Provides both Pediatric and Adult patients
225 either air or ground transportation that includes, but not limited to,

- 226 • TCRHCC Staff personnel participating in the transport of the patient for education
227 and training or
- 228 • TCRHCC Staff personnel participating in the transport of the patient for patient
229 services that EMS personnel are not permitted to perform, and
- 230 • provide medical direction for such emergency medical transportation by either air
231 or ground medical transport services.
- 232 • Pre-hospital or inter-facility transportation between the TCRHCC main campus and
233 satellite clinics and non-TCRHCC facilities for health care services.
- 234
- 235 • The maintenance and operation of facilities to house and service vehicles, including
236 helipad facilities and related operations and services.

237 HH. Temporary Patient Housing: Provides temporary housing within TCRHCC facilities for
238 patients in conjunction with health care services.

239 II. Organ and Tissue Harvesting Services: Provides services in support of the harvesting of
240 organs for transplantation.

241 JJ. Blood Bank Services: Provides services for the screening, collection and storage of blood
242 in support of periodic blood drives and blood-banking.

243 KK. Veteran's Administration and IHS dual-eligible services development at the Hospital and
244 satellite clinics services in accordance with the IHCA, 25 U.S.C. § 1680f.

245 LL. Residency Programs: Participates in residency programs through written agreements with
246 various medical schools and health science programs under the appropriate accrediting
247 organizations.

248 MM. Long term care: Provides planning for elder care, independent living care, and assisted
249 living care and related services, including facility maintenance and operation per the IHCA

250 II. SUPPORT SERVICES:

251 A. Administrative Services: Includes, but is not limited to, strategic and operational program
252 planning; financial management; grant applications and management, personnel
253 management, and ensuring that the executive direction meets or exceeds the requirements
254 of regulatory programs.

255 B. Planning of New Services and Facilities: Includes, but is not limited to, planning of new
256 facilities and PSFAs consistent with IHCA.

257 C. Human Resources: Includes, but is not limited to, administering and implementing policies
258 and procedures related to human resource programs. Includes all organizational/employee
259 training, education and development functions for all departments and services.

- D. Health Information Management: Maintains a comprehensive medical record system that is manual and/or electronic that includes, but is not limited to, record storage and retrieval, review and analysis of medical records, transcription, inpatient and outpatient data collection and management, and managing release of medical information.
- E. Finance Services: Provides financial services including, but not limited to, organizing, coordinating and executing budget and financial operations for the organization.
- F. Facilities Management: Includes, but is not limited to, performance and management of contracting activities and facility procurement, maintenance of related grounds, associated physical plant equipment, security, and renovation activities, including Maintenance & Improvement (M&I) funded projects and activities.
- G. Housekeeping Services: Provides services including, but not limited to, waste, trash and infectious waste removal, linen management, routine and urgent cleaning for the facility.
- H. Infection Control Services: Provides services including, but not limited to, management of the coordinated process to reduce the risks of endemic and epidemic nosocomial infections in patients, health care workers, and other employees that is accomplished through surveillance methodologies, education and reporting internally and when appropriate, to outside public health agencies.
- I. Information Technology Resource Management Services: This function includes, but is not limited to, the provision of all aspects of technical (computerized) information management. The information and technology services support function provides hardware, software, applications development, clinical informatics, telecommunications, remote data services, overall systems and operations management including senior leadership level information management.
- J. General Services: This function includes, but is not limited to, providing technical and logistical management for all support services and operations for capitalized and non-capitalized equipment, vehicles, drugs, medical supplies and forms. Material support services range from management and distribution of supplies, equipment and mail, to inventory control of equipment assets.
- K. Performance Improvement: This function includes, but is not limited to, monitoring and evaluating quality and value of services by providing education; coordination and support in the areas of continuous quality improvement, risk management, and issues related to complying with certifying and regulatory agencies such as those for the Joint Commission and Health Resource Services Administration accreditation. Utilization review functions are also provided.
- L. Safety Department: Provides services including, but not limited to, technical and professional consultation and directs services to all departments including, but not limited to, safety management programs; hazard surveillance monitoring; hazardous materials and waste management; monitoring of contracts for pest control, regulated medical waste and hazardous waste; and activities involved with the Joint Commission surveys and applicable OSHA requirements.
- M. Business Office: Includes, but is not limited to, providing complete and accurate patient data for providers, collecting data on reimbursable expenses incurred by patients, generating bills for collection from other payers (primarily Medicare, Medicaid, and private insurance), conducting utilization review, insurance verification, and collection activities.
- N. Educational Programs: Includes, but is not limited to, providing training, educational services and clinical rotations established in support of the PSFAs covered by the FA. Also

306 includes providing programmatic consultations, proctoring and training of health care
307 providers from other IHS facilities, P.L. 93-638 facilities and Navajo Nation P.L. 93-638
308 programs and non-IHS and Tribal Facilities. Also includes engaging in, funding, carrying
309 out, conducting or taking part in programs, projects and services designed to improve,
310 protect and/or restore individual, community and public health in order to achieve as
311 outcomes improvements in access to, and the quality of, health care and the overall health
312 both of individuals and communities as a whole in the area served by the TCRHCC.

313 Includes engaging in, funding, carrying on, conducting or taking part in educational and
314 training programs and courses of instruction in the field of medicine and preventive
315 medicine and in nursing and in the regulation, diagnosis, treatment and care of diseases,
316 disorders, maladjustments and abnormalities of the human body.

317 Includes engaging in, funding, carrying out, conducting or taking part in any and all of the
318 foregoing to promote or assist in promoting the good health of the community and the
319 encouragement of providing means and facilities for such purposes.

320 O. Clinical Research: Research programs approved by the Board of Directors and the Navajo
321 Nation IRB that supports the PSFAs covered by the FA.

322 P. Biomedical Services: Provides services including, but not limited to, biomedical
323 engineering to repair and maintain medical and dental equipment and durable medical
324 equipment.

325 Q. Housing Services and Quarters Management: Provides services including, but not limited
326 to, management and maintenance of TCRHCC-controlled employee residences, if any.

327 R. Patients in legal custody: Provides inpatient and outpatient care.

328 S. Environmental Health Services: Provides services including, but not limited to, sanitation,
329 vector control and building and code inspections.

330 T. Care Coordination: Coordination of patient services, referrals, high risk patients, internal
331 and external communications, verbally, electronically, via health information exchange,
332 with referring and tertiary health facilities and social agencies.

333
334

Attachment B

TCRHCC PROGRAM FUNDING

FY2020 Self-Governance Funding Agreement Table

Tribe: Tuba City Regional Health Care Corporation

Compact No.: 63G110104

Includes: Tuba City, Moenkopi, and San Juan Paiute

	Sub-Activity	Program			Area Office Shares			HQ Shares			TOTALS		
		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	23,448,185	-	23,448,185	586,745	(27,722)	559,023	981,371	(222,537)	758,834	25,016,301	(250,259)	24,766,042
(2)	Dental	2,466,288	-	2,466,288	87,647	(87,647)	-	33,649	(33,649)	-	2,587,584	(121,296)	2,466,288
(3)	Mental Health	956,076	-	956,076	-	-	-	42,265	-	42,265	998,341	-	998,341
(4)	Alcohol & Substance Abuse	179,640	-	179,640	35,599	-	35,599	-	-	-	215,239	-	215,239
(5)	Public Health Nursing	1,012,384	-	1,012,384	-	-	-	126	(126)	-	1,012,510	(126)	1,012,384
(6)	Health Education	-	-	-	-	-	-	-	-	-	-	-	-
(7)	Community Health Rep	-	-	-	-	-	-	-	-	-	-	-	-
(8)	Immunization (AK only)	-	-	-	-	-	-	-	-	-	-	-	-
(9)	Direct Operations	-	-	-	130,775	(32,398)	98,377	320,871	(26,016)	294,855	451,646	(58,414)	393,232
(10)	Self-Governance	-	-	-	-	-	-	-	-	-	-	-	-
(11)	Total Services	28,062,573	-	28,062,573	840,766	(147,767)	692,999	1,378,282	(282,328)	1,095,954	30,281,621	(430,095)	29,851,526
(12)	Purchased Referred Care	11,148,326	-	11,148,326	-	-	-	59,541	-	59,541	11,207,867	-	11,207,867
(13)	Total No Year Services	11,148,326	-	11,148,326	-	-	-	59,541	-	59,541	11,207,867	-	11,207,867
(14)	Environmental Health Support	-	-	-	265,338	(120,603)	144,735	-	-	-	265,338	(120,603)	144,735
(15)	Facilities Support	2,304,188	-	2,304,188	225,766	(225,766)	-	-	-	-	2,529,954	(225,766)	2,304,188
(16)	OEHE Support	-	-	-	-	-	-	30,556	-	30,556	30,556	-	30,556
(17)	Total Indian Health Facilities	2,304,188	-	2,304,188	491,104	(346,369)	144,735	30,556	-	30,556	2,825,848	(346,369)	2,479,479
(18)	Contract Supp Cost - Direct	2,243,224	-	2,243,224	-	-	-	-	-	-	2,243,224	-	2,243,224
(19)	Contract Supp Cost - Indirect	11,817,339	-	11,817,339	-	-	-	-	-	-	11,817,339	-	11,817,339
(20)	Total CSC	14,060,563	-	14,060,563	-	-	-	-	-	-	14,060,563	-	14,060,563
(21)	Grand Total Funding Agreement	55,575,650	-	55,575,650	1,331,870	(494,136)	837,734	1,468,379	(282,328)	1,186,051	58,375,899	(776,464)	57,599,435

Note: 1. All estimates are based on FY2019 appropriations and these amounts will be adjusted based upon the enacted FY2020 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: _____

ATTACHMENT B - Summary

TUBA CITY REGIONAL HEALTH CARE CORPORATION

Includes Tuba City, Moenkopi and SJSP

SECTION 106(a)(1) BASE FUNDING

FISCAL YEAR 2020

As of 10/16/19

Budget Category	FY2019 Funding Base	FY2019 Program Adjustments	FY2020 Funding Base
Hospital & Clinics	\$ 23,448,185	\$ -	\$ 23,448,185
Dental	\$ 2,466,288	\$ -	\$ 2,466,288
Mental Health	\$ 956,076	\$ -	\$ 956,076
ASAP	\$ 179,640	\$ -	\$ 179,640
Public Health Nursing	\$ 1,012,384	\$ -	\$ 1,012,384
Purchased Referred Care	\$ 11,148,326	\$ -	\$ 11,148,326
Facilities Support	\$ 2,304,188	\$ -	\$ 2,304,188
TOTAL	\$ 41,515,087	\$ -	\$ 41,515,087

Footnotes:

- 1) Funding amounts reflect FY2019 appropriations and FY2019 Program adjustments; these funding amounts will be adjusted based upon the enacted FY2020

FY2020 Funding Attachment B&E 2019.10.16

Prepared by: Darlene Kirk, Accountant

Last Revision: 10/16/2019

ATTACHMENT B

TUBA CITY REGIONAL HEALTH CARE CORPORATION

Includes Tuba City, Moenkopi and SJSP

SECTION 106(a)(1) BASE FUNDING

FISCAL YEAR 2020

As of 10/16/19

Budget Category	FY2019 Funding Base	FY2019 Program Adjustments	FY2020 Funding Base	FY2020 Funding Base for Tuba City	FY2020 Funding Base for Moenkopi	FY2020 Funding Base for SJSP	FY2020 Funding Base
Hospital & Clinics	\$ 23,448,185	\$ -	\$ 23,448,185	\$ 22,749,193	\$ 649,984	\$ 49,007	\$ 23,448,185
Dental	\$ 2,466,288	\$ -	\$ 2,466,288	\$ 2,392,767	\$ 68,366	\$ 5,155	\$ 2,466,288
Mental Health	\$ 956,076	\$ -	\$ 956,076	\$ 927,576	\$ 26,502	\$ 1,998	\$ 956,076
ASAP	\$ 179,640	\$ -	\$ 179,640	\$ 174,285	\$ 4,980	\$ 375	\$ 179,640
Public Health Nursing	\$ 1,012,384	\$ -	\$ 1,012,384	\$ 982,205	\$ 28,063	\$ 2,116	\$ 1,012,384
Purchased Referred Care	\$ 11,148,326	\$ -	\$ 11,148,326	\$ 10,815,994	\$ 309,032	\$ 23,300	\$ 11,148,326
Facilities Support	\$ 2,304,188	\$ -	\$ 2,304,188	\$ 2,235,500	\$ 63,872	\$ 4,816	\$ 2,304,188
TOTAL	\$ 41,515,087	\$ -	\$ 41,515,087	\$ 40,277,520	\$ 1,150,799	\$ 86,767	\$ 41,515,087

Footnotes:

- 1) Funding amounts reflect FY2019 appropriations and FY2019 Program increase; these funding amounts will be adjusted based upon the enacted FY2020 appropriations and program increases, inflation and rescissions.

Attachment C

NAVAJO AREA OFFICE
TRIBAL SHARES TABLE

Tuba City Regional Health Care Corporation
FY2020 Area Office Shares

% of 1998 Total Users 253,822													
	FY2020 Recurring Base	FY2020 Residual (Less)	FY2020 Funding Base	Tuba City Shares Taken @ 11.141%	Tuba City Shares Retained @ 11.141%	Moenkopi Shares Taken @ 0.318%	Moenkopi Shares Retained @ 0.318%	SJSP Shares Taken @ 0.024%	SJSP Shares Retained @ 0.024%	Foot Notes	FY2020 Total Shares	FY2020 Shares Taken by Tuba City	FY2020 Shares Retained by IHS
Program Activities	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Hospitals & Clinics													
001 Office of the Area Director	59,653	0	59,653	6,646	0	190	0	14	0		6,850	6,850	0
129 Attorney	553,517	(243,891)	309,626	34,495	0	985	0	74	0		35,554	35,554	0
082 Office of Ind Self Determination	117,219	0	117,219	13,059	0	373	0	28	0		13,460	13,460	0
107 EEO	0	0	0	0	0	0	0	0	0		0	0	0
023 Purchased/Referred Care	90,783	0	90,783	10,114	0	289	0	22	0		10,425	10,425	0
002 Financial Management	1,258,663	(565,572)	693,091	77,217	0	2,204	0	166	0		79,587	79,587	0
005 Admin Services	49,435	0	49,435	5,508	0	157	0	12	0		5,677	5,677	0
028 Information Resource Management	456,473	(190,313)	266,160	28,170	1,483	804	42	0	0		30,499	28,974	1,525
007 Acquisition	1,140,095	(160,967)	979,128	109,085	0	3,114	0	235	0		112,434	112,434	0
003 Human Resources	1,961,747	(166,954)	1,794,793	199,958	0	5,707	0	431	0		206,096	206,096	0
017 Medical Records	9,494	0	9,494	1,058	0	30	0	2	0		1,090	1,090	0
047 EMS	0	0	0	0	0	0	0	0	0		0	0	0
018 Nursing Admin	0	0	0	0	0	0	0	0	0		0	0	0
009 Professional Stds & Recruit	228,139	0	228,139	0	25,417	0	725	0	55		26,197	0	26,197
subtotal	5,925,218	(1,327,697)	4,597,521	485,310	26,900	13,853	767	984	55		527,869	500,147	27,722
034 Model Diabetes Prog	295,013	0	295,013	32,867	0	938	0	71	0		33,876	33,876	0
112 HP/DP (SR)	189,203	0	189,203	24,255	0	693	0	52	0	1)	25,000	25,000	0
subtotal	484,216	0	484,216	57,122	0	1,631	0	123	0		58,876	58,876	0
Pinon Support	189,506	0	189,506	0	0	0	0	0	0		0	0	0
Red Mesa Support	189,506	0	189,506	0	0	0	0	0	0		0	0	0
subtotal	379,012	0	379,012	0	0	0	0	0	0		0	0	0
Total Hospital & Clinics	6,788,446	(1,327,697)	5,460,749	542,432	26,900	15,484	767	1,107	55	2)	586,745	559,023	27,722
068 Dental Health													
Dental Program minus Flouride	523,389	0	523,389	0	58,311	0	1,664	0	0		59,975	0	59,975
Dental OEH Flouridation	60,000	0	60,000	0	0	0	0	0	0		0	0	0
Biomedical Support	241,488	0	241,488	0	26,904	0	768	0	0		27,672	0	27,672
Total Dental	824,877	0	824,877	0	85,215	0	2,432	0	0		87,647	0	87,647
039 Alcohol & Substance Abuse													
ASAP	310,664	0	310,664	34,611	0	988	0	0	0		35,599	35,599	0
None for the Road	0	0	0	0	0	0	0	0	0		0	0	0
Total Alcohol	310,664	0	310,664	34,611	0	988	0	0	0		35,599	35,599	0

		FY2020 Recurring Base	FY2020 Residual (Less)	FY2020 Funding Base	Tuba City Shares Taken @ 11.141%	Tuba City Shares Retained @ 11.141%	Moenkopi Shares Taken @ 0.318%	Moenkopi Shares Retained @ 0.318%	SJSP Shares Taken @ 0.024%	SJSP Shares Retained @ 0.024%	Foot Notes	FY2020 Total Shares	FY2020 Shares Taken by Tuba City	FY2020 Shares Retained by IHS
	Program Activities	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
	Direct Operations													
001	Office of the Area Director	1,298,581	(1,257,786)	40,795	4,545	0	130	0	10	0		4,685	4,685	0
001	Office of the Area Director-Travel	12,500	0	12,500	1,393	0	40	0	3	0		1,436	1,436	0
082	Office of Ind Self Determination	276,185	(228,259)	47,926	5,339	0	152	0	12	0		5,503	5,503	0
107	EEO	145,207	0	145,207	16,178	0	462	0	35	0		16,675	16,675	0
006	Third Party Resources	170,433	0	170,433	18,988	0	542	0	41	0		19,571	19,571	0
023	Purchased/Referred Care	170,933	0	170,933	19,044	0	544	0	41	0		19,629	19,629	0
002	Financial Management	276,185	(251,417)	24,768	2,759	0	79	0	6	0		2,844	2,844	0
005	Admin Services	168,135	0	168,135	18,732	0	535	0	40	0		19,307	19,307	0
004	Property Management	259,929	(206,386)	53,543	5,965	0	170	0	13	0		6,148	6,148	0
028	Information Resource Management	222,952	(219,184)	3,768	399	21	11	1	0	0		432	410	22
007	Acquisition	231,310	(228,259)	3,051	340	0	10	0	1	0		351	351	0
003	Human Resources	259,723	(243,891)	15,832	1,764	0	50	0	4	0		1,818	1,818	0
008	Program Planning & Evaluation	131,373	0	131,373	0	14,636	0	418	0	32		15,086	0	15,086
018	Nursing Admin	150,566	0	150,566	0	16,775	0	479	0	36		17,290	0	17,290
	Total Direct Operations	3,774,012	(2,635,182)	1,138,830	95,446	31,432	2,725	898	206	68		130,775	98,377	32,398
	Facilities Support													
015	Bio-Med	596,743	0	596,743	0	66,483	0	1,898	0	0		68,381	0	68,381
	Pinon Support	69,301	0	69,301	0	0	0	0	0	0		0	0	0
	Ft. Defiance Support	0	0	0	0	0	0	0	0	0		0	0	0
			0	154,650	0	0	0	0	0	0				
	Red Mesa Support	157,214	0	157,214	0	0	0	0	0	0		0	0	0
	subtotal	977,908	0	977,908	0	66,483	0	1,898	0	0		68,381	0	68,381
004	Real Property	171,336	0	171,336	0	19,089	0	545	0	0		19,634	0	19,634
	Pinon Support	21,000	0	21,000	0	0	0	0	0	0		0	0	0
	Ft. Defiance Support	0	0	0	0	0	0	0	0	0		0	0	0
	Kayenta Support	154,650	0	154,650	0	0	0	0	0	0				
	Red Mesa Support	47,639	0	47,639	0	0	0	0	0	0		0	0	0
	subtotal	394,625	0	394,625	0	19,089	0	545	0	0		19,634	0	19,634
014	Facility Management	1,684,569	(482,450)	1,202,119	0	133,928	0	3,823	0	0		137,751	0	137,751
	Pinon Support	212,102	0	212,102	0	0	0	0	0	0		0	0	0
	Ft. Defiance Support	0	0	0	0	0	0	0	0	0		0	0	0
	Kayenta Support	154,650	0	154,650	0	0	0	0	0	0				
	Red Mesa Support	471,337	0	471,337	0	0	0	0	0	0		0	0	0
	subtotal	2,522,658	(482,450)	2,040,208	0	133,928	0	3,823	0	0		137,751	0	137,751
	Quarters, SU Funded	90,664	0	90,664	0	0	0	0	0	0		0	0	0
	Pinon Support	10,501	0	10,501	0	0	0	0	0	0		0	0	0
	Ft. Defiance Support	0	0	0	0	0	0	0	0	0		0	0	0
	Kayenta Support	0	0	0	0	0	0	0	0	0				
	Red Mesa Support	23,821	0	23,821	0	0	0	0	0	0		0	0	0
	subtotal	124,986	0	124,986	0	0	0	0	0	0		0	0	0
	Total Facilities Support	4,020,177	(482,450)	3,537,727	0	219,500	0	6,266	0	0		225,766	0	225,766

		FY2020 Recurring Base	FY2020 Residual (Less)	FY2020 Funding Base	Tuba City Shares Taken @ 11.141%	Tuba City Shares Retained @ 11.141%	Moenkopi Shares Taken @ 0.318%	Moenkopi Shares Retained @ 0.318%	SJSP Shares Taken @ 0.024%	SJSP Shares Retained @ 0.024%	Foot Notes	FY2020 Total Shares	FY2020 Shares Taken by Tuba City	FY2020 Shares Retained by IHS
	Program Activities	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
032	Environmental Health Support													
	DOH -638 Contract	235,540	0	235,540	0	0	0	0	0	0		0	0	0
	Area Office Support	579,668	(347,084)	232,584	0	25,912	0	0	0	0		25,912	0	25,912
	S.U. Operation	1,299,120	0	1,299,120	144,735	0	0	0	0	0		144,735	144,735	0
	Chinle/Pinon	33,022	0	33,022	0	0	0	0	0	0		0	0	0
	Ft. Defiance	171,436	0	171,436	0	0	0	0	0	0		0	0	0
	Shiprock/Red Mesa	72,714	0	72,714	0	0	0	0	0	0		0	0	0
	Winslow	252,463	0	252,463	0	0	0	0	0	0		0	0	0
	Kayenta	560,000	0	560,000	0	0	0	0	0	0		0	0	0
	S.U. Non-Recurring	0	0	0	0	0	0	0	0	0		0	0	0
	subtotal	3,203,963	(347,084)	2,856,879	144,735	25,912	0	0	0	0		170,647	144,735	25,912
	Occup. Health & Safety Management	476,073	0	476,073	0	53,039	0	1,514	0	0		54,553	0	54,553
	subtotal	476,073	0	476,073	0	53,039	0	1,514	0	0		54,553	0	54,553
031	Sanitation Fac. Const.													
	Area Wide Operations	5,302,051	(581,126)	4,720,925	0	0	0	0	0	0		0	0	0
	Chinle/Pinon	64,527	0	64,527	0	0	0	0	0	0		0	0	0
	Ft. Defiance	334,184	0	334,184	0	0	0	0	0	0		0	0	0
	Shiprock/Red Mesa	142,582	0	142,582	0	0	0	0	0	0		0	0	0
	SFCB - 86-121	0	0	0	0	0	0	0	0	0		0	0	0
	O&M Training (NTUA)	0	0	0	0	0	0	0	0	0		0	0	0
	NECA contract	129,636	0	129,636	0	0	0	0	0	0		0	0	0
	subtotal	5,972,980	(581,126)	5,391,854	0	0	0	0	0	0		0	0	0
114	Injury Prevention													
	Area & SU Projects	238,181	0	238,181	0	26,536	0	0	0	0		26,536	0	26,536
	IP - NAO	122,093	0	122,093	0	13,602	0	0	0	0		13,602	0	13,602
	IP - Ft Defiance	22,352	0	22,352	0	0	0	0	0	0		0	0	0
	IP - Chinle	40,666	0	40,666	0	0	0	0	0	0		0	0	0
	IP - Sage	12,101	0	12,101	0	0	0	0	0	0		0	0	0
	IP - GIMC	48,477	0	48,477	0	0	0	0	0	0		0	0	0
	IP - Crownpoint	24,324	0	24,324	0	0	0	0	0	0		0	0	0
	IP - Winslow	24,151	0	24,151	0	0	0	0	0	0		0	0	0
	subtotal	532,345	0	532,345	0	40,138	0	0	0	0		40,138	0	40,138
	Total OEH	10,185,361	(928,210)	9,257,151	144,735	119,089	0	1,514	0	0		265,338	144,735	120,603
	TOTALS	25,903,537	(5,373,539)	20,529,998	817,224	482,136	19,197	11,877	1,313	123		1,331,870	837,734	494,136
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 rescissions. this includes HP/DP funds.													
	All shares are estimates based on FY2019 appropriations and these amounts will be adjusted based upon the enacted FY2020 appropriations.													
2)	Less Area-Wide Director's emergency fund - non-recurring													

Attachment D

TCRHCC HEADQUARTERS SHARES TABLE

Table #4:

HQ PFSAs for FY 2019 TSA and Program Formula Lines PSFA Budget and Available Shares

Interim Estimates Based on FY 2018 IHS Appropriation

Navajo - TUBA CITY FA

TSA Shares allocable to
this contract or compact **\$1,394,406**

01-Hospitals and Clinics	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0101 - Emergency Fund	<input checked="" type="checkbox"/>	\$3,956,016				
0105 - Management Initiatives	<input checked="" type="checkbox"/>	\$2,049,512				
0106 - A.C.O.G. Contract	<input checked="" type="checkbox"/>	\$98,592	\$1,756		1,756	
0107 - H.P./D.P. Initiatives	<input checked="" type="checkbox"/>	\$3,484,867	\$31,997		31,997	
0110 - N.E.C.I.	<input checked="" type="checkbox"/>	\$1,107,951	\$19,755	\$19,755		19,755
0111 - Nurse Initiatives	<input checked="" type="checkbox"/>	\$1,287,656	\$22,398		22,398	
0112 - Nursing Costeps	<input checked="" type="checkbox"/>	\$548,528	\$11,562		11,562	
0113 - Chief Clinical Consultant	<input checked="" type="checkbox"/>	\$277,340	\$4,946		4,946	
0115 - Emergency Medical Svcs	<input checked="" type="checkbox"/>	\$465,222				
0117 - Traditional Advocacy Program	<input checked="" type="checkbox"/>	\$100,578				
0118 - Research Projects	<input checked="" type="checkbox"/>	\$1,283,252	\$22,765	\$22,765		22,765
0119 - A.A.I.P. Contract	<input checked="" type="checkbox"/>	\$26,731	\$477		477	
0120 - Clinical Support Center-Phoenix	<input checked="" type="checkbox"/>	\$1,744,883	\$32,915		32,915	
0121 - Costeps-Non Physicians	<input checked="" type="checkbox"/>	\$81,839	\$1,458		1,458	
0123 - Physician Residency	<input checked="" type="checkbox"/>	\$277,416	\$4,947		4,947	
0124 - Recruitment/Retention	<input checked="" type="checkbox"/>	\$2,057,393	\$36,685		36,685	
0125 - U.S.U.H.S., etc.	<input checked="" type="checkbox"/>	\$3,071,317	\$54,765	\$54,766		54,766
0126 - D.I.R. Support Fund	<input checked="" type="checkbox"/>	\$24,915,898	\$443,117	\$125,385	17,727	425,390
0127 - Evaluation	<input checked="" type="checkbox"/>	\$1,063,992	\$18,975	\$18,975		18,975
0128 - National Indian Health Board	<input checked="" type="checkbox"/>	\$459,114	\$8,131	\$8,130		8,131
0129 - Albuquerque Administration	<input checked="" type="checkbox"/>	\$892,404	\$17,990	\$17,990		17,990
0130 - Nutrition Training Center	<input checked="" type="checkbox"/>	\$345,053	\$6,652	\$6,652		6,652
0131 - Diabetes Program-Albuquerque/HQ	<input checked="" type="checkbox"/>	\$1,295,589	\$24,077	\$24,077		24,077
0132 - Cancer Prevention-Albuquerque/HQ	<input checked="" type="checkbox"/>	\$716,968	\$13,407	\$13,408		13,408
0133 - Health Records	<input checked="" type="checkbox"/>	\$136,277	\$1,916	\$1,916		1,916
0134 - AIDS Program	<input checked="" type="checkbox"/>	\$422,971				
0135 - Handicapped Children	<input checked="" type="checkbox"/>	\$346,083	\$6,486		6,486	
0137 - National DIR Support-Albuquerque/HQ	<input checked="" type="checkbox"/>	\$8,292,508	\$148,501	\$43,845	41,581	100,920
0154 - Prescription Drug Monitoring	<input checked="" type="checkbox"/>	\$1,002,361	\$15,945	\$15,949		15,949
		\$61,908,311	\$951,614	\$373,613	214,935	736,694
02-Dental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0201 - IHS Dental Program	<input checked="" type="checkbox"/>	\$1,705,120	\$32,608		32,608	
0202 - IHS Dental Program - PgmFormula	<input type="checkbox"/>	\$5,269,192				
		\$6,974,312	\$32,608		32,608	
03-Mental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract

0301 - Technical Assistance	✓	\$1,542,507	\$27,737 ⁷	\$27,737		27,737
0302 - C.M.I. Grants	✓	\$628,310	\$11,157	\$11,157		11,157
0303 - National Conference	✓	\$107,552	\$1,909	\$1,908		1,908
0305 - Technical Assistance - PgmFormula	✓	\$0				
		<u>\$2,276,369</u>	<u>\$40,802</u>	<u>\$40,802</u>		40,802

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

05-Purchased/Referred C	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0504 - PRC Reserve and Undistributed	✓	\$3,377,832	\$57,471	\$57,471		57,471
		<u>\$3,377,832</u>	<u>\$57,471</u>	<u>\$57,471</u>		

06-Public Health Nursing	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0601 - Preventive Health Initiatives	✓	\$951,210				
		<u>\$951,210</u>				

07-Health Education	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0701 - IHS Health Education Program	✓	\$1,133,793				
		<u>\$1,133,793</u>				

08-CHR	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0801 - IHS CHR Program	✓	\$2,412,266				
		<u>\$2,412,266</u>				

13-Direct Operations	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
1301 - Direct Operations - Rockville	✓	\$16,564,335	\$296,386	\$262,917	9,721	286,665
1302 - Direct Operations - Dental	✓	\$800,000	\$15,520		15,520	
		<u>\$17,364,335</u>	<u>\$311,907</u>	<u>\$262,917</u>	25,241	286,665

Other: _____

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

Retain Contract

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* 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

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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 #4:

HQ PFSAs for FY 2019 TSA and Program Formula Lines PSFA Budget and Available Shares

Interim Estimates Based on FY 2018 IHS Appropriation

Navajo - TUBA - MOENCOPI F

TSA Shares allocable to
this contract or compact

\$39,842

01-Hospitals and Clinics	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0101 - Emergency Fund	✓	\$3,956,016				
0105 - Management Initiatives	✓	\$2,049,512				
0106 - A.C.O.G. Contract	✓	\$98,592	\$50		50	
0107 - H.P./D.P. Initiatives	✓	\$3,484,867	\$914		914	
0110 - N.E.C.I.	✓	\$1,107,951	\$564	\$564		564
0111 - Nurse Initiatives	✓	\$1,287,656	\$640		640	
0112 - Nursing Coststeps	✓	\$648,528	\$330		330	
0113 - Chief Clinical Consultant	✓	\$277,340	\$141		141	
0115 - Emergency Medical Svcs	✓	\$465,222				
0117 - Traditional Advocacy Program	✓	\$100,578				
0118 - Research Projects	✓	\$1,283,252	\$651	\$651		651
0119 - A.A.I.P. Contract	✓	\$26,731	\$13		13	
0120 - Clinical Support Center-Phoenix	✓	\$1,744,883	\$940		940	
0121 - Coststeps-Non Physicians	✓	\$81,839	\$42		42	
0123 - Physician Residency	✓	\$277,416	\$141		141	
0124 - Recruitment/Retention	✓	\$2,057,393	\$1,049		1,049	
0125 - U.S.U.H.S., etc.	✓	\$3,071,317	\$1,565	\$1,565		1,565
0126 - D.I.R. Support Fund	✓	\$24,915,898	\$12,661	\$3,582	506	12,155
0127 - Evaluation	✓	\$1,063,992	\$542	\$542		542
0128 - National Indian Health Board	✓	\$459,114	\$233 ³	\$233		233
0129 - Albuquerque/HQ Administration	✓	\$892,404	\$514	\$514		514
0130 - Nutrition Training Center	✓	\$345,053	\$190	\$189		190
0131 - Diabetes Program-Albuquerque/HQ	✓	\$1,295,589	\$688	\$687		688
0132 - Cancer Prevention-Albuquerque/HQ	✓	\$716,968	\$383	\$383		383
0133 - Health Records	✓	\$136,277	\$55	\$54		55
0134 - AIDS Program	✓	\$422,971				
0135 - Handicapped Children	✓	\$346,083	\$186		186	
0137 - National DIR Support-Albuquerque/HQ	✓	\$8,292,508	\$4,243	\$1,252	1,188	3,055
0154 - Prescription Drug Monitoring	✓	\$1,002,361	\$456	\$456		456
		<u>\$61,908,311</u>	<u>\$27,190</u>	<u>\$10,672</u>	<u>6140</u>	<u>21051</u>
02-Dental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0201 - IHS Dental Program	✓	\$1,705,120	\$931		931	
0202 - IHS Dental Program - PgmFormula	✓	\$5,269,192				
		<u>\$6,974,312</u>	<u>\$931</u>			
03-Mental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract

0301 - Technical Assistance	✓	\$1,542,507	\$793	\$793		793
0302 - C.M.I. Grants	✓	\$628,310	\$319	\$319		319
0303 - National Conference	✓	\$107,552	\$55	\$55		55
0305 - Technical Assistance - PgmFormula	✓	\$0				
		<u>\$2,278,369</u>	<u>\$1,166</u>	<u>\$1,167</u>		1,167

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

05-Purchased/Referred C	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0504 - PRC Reserve and Undistributed	✓	\$3,377,832	\$1,642	\$1,643		1,643
		<u>\$3,377,832</u>	<u>\$1,642</u>	<u>\$1,643</u>		

06-Public Health Nursing	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0601 - Preventive Health Initiatives	✓	\$951,210				
		<u>\$951,210</u>				

07-Health Education	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0701 - IHS Health Education Program	✓	\$1,133,793				
		<u>\$1,133,793</u>				

08-CHR	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0801 - IHS CHR Program	✓	\$2,412,266				
		<u>\$2,412,266</u>				

13-Direct Operations	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
1301 - Direct Operations - Rockville	✓	\$16,564,335	\$8,468	\$8,024	278	8,190
1302 - Direct Operations - Dental	✓	\$800,000	\$444		444	
		<u>\$17,364,335</u>	<u>\$8,912</u>	<u>\$8,024</u>	722	8,190

Other: _____

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

Retain Contract

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* 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

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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 #4:

HQ PFSAs for FY 2019 TSA and Program Formula Lines PSFA Budget and Available Shares

Interim Estimates Based on FY 2018 IHS Appropriation

SAN JUAN PAIUTE FA

TSA Shares allocable to
this contract or compact

\$11,119

01-Hospitals and Clinics	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0101 - Emergency Fund	✓	\$3,956,016				
0105 - Management Initiatives	✓	\$2,049,512				
0106 - A.C.O.G. Contract	✓	\$98,592	\$13		13	
0107 - H.P./D.P. Initiatives	✓	\$3,484,867	\$209		209	
0110 - N.E.C.I.	✓	\$1,107,951	\$146	\$146		146
0111 - Nurse Initiatives	✓	\$1,287,656	\$176		176	
0112 - Nursing Coststeps	✓	\$548,528	\$86		86	
0113 - Chief Clinical Consultant	✓	\$277,340	\$36		36	
0115 - Emergency Medical Svcs	✓	\$465,222	\$80		80	
0117 - Traditional Advocacy Program	✓	\$100,578	\$13		13	
0118 - Research Projects	✓	\$1,283,252	\$169	\$169		169
0119 - A.A.I.P. Contract	✓	\$26,731	\$4		4	
0120 - Clinical Support Center-Phoenix	✓	\$1,744,883	\$213		213	
0121 - Coststeps-Non Physicians	✓	\$81,839	\$11		11	
0123 - Physician Residency	✓	\$277,416	\$36		36	
0124 - Recruitment/Retention	✓	\$2,057,393	\$272		272	
0125 - U.S.U.H.S., etc.	✓	\$3,071,317	\$407	\$407		407
0126 - D.I.R. Support Fund	✓	\$24,915,898	\$2,299 0	\$883 0		N/A
0127 - Evaluation	✓	\$1,063,992	\$148 0	\$148 0		N/A
0128 - National Indian Health Board	✓	\$459,114	\$61	\$59		61
0129 - Albuquerque/HQ Administration	✓	\$892,404	\$94		94	
0130 - Nutrition Training Center	✓	\$345,053	\$49		49	
0131 - Diabetes Program-Albuquerque/HQ	✓	\$1,295,589	\$179	\$179		179
0132 - Cancer Prevention-Albuquerque/HQ	✓	\$716,968	\$100		100	
0133 - Health Records	✓	\$136,277	\$14 0			N/A
0134 - AIDS Program	✓	\$422,971	\$22		22	
0135 - Handicapped Children	✓	\$346,083	\$48		48	
0137 - National DIR Support-Albuquerque/HQ	✓	\$8,292,508	\$1,106 0	\$395		N/A
0154 - Prescription Drug Monitoring	✓	\$1,002,361	\$127	\$127		127
		<u>\$61,908,311</u>	<u>\$7,112</u>	<u>\$2,415</u>	1402	10,89
02-Dental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0201 - IHS Dental Program	✓	\$1,705,120	\$110		110	
0202 - IHS Dental Program - PgmFormula	✓	\$5,269,192				
		<u>\$6,974,312</u>	<u>\$110</u>			
03-Mental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract

0301 - Technical Assistance	✓	\$1,542,507	\$198	\$198		198
0302 - C.M.I. Grants	✓	\$628,310	\$823	\$83		83
0303 - National Conference	✓	\$107,552	\$14	\$14		14
0305 - Technical Assistance - PgmFormula	✓	\$0				
		<u>\$2,278,369</u>	<u>\$294</u>	<u>\$295</u>		295

04-Alcohol/Sub. Abuse	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0401 - Clinical Advocacy	✓	\$3,148,617	\$130			N/A
0402 - Collaborative Initiatives	✓	\$848,033	\$191			N/A
		<u>\$3,996,650</u>	<u>\$321</u>			

05-Purchased/Referred C	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0504 - PRC Reserve and Undistributed	✓	\$3,377,832	\$427	\$426		427
		<u>\$3,377,832</u>	<u>\$427</u>	<u>\$426</u>		

06-Public Health Nursing	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0601 - Preventive Health Initiatives	✓	\$951,210	\$126		126	
		<u>\$951,210</u>	<u>\$126</u>			

07-Health Education	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0701 - IHS Health Education Program	✓	\$1,133,793	\$151			N/A
		<u>\$1,133,793</u>	<u>\$151</u>			

08-CHR	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0801 - IHS CHR Program	✓	\$2,412,266	\$323			N/A
		<u>\$2,412,266</u>	<u>\$323</u>			

13-Direct Operations	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
1301 - Direct Operations - Rockville	✓	\$16,564,335	\$2,202	\$1,954		N/A
1302 - Direct Operations - Dental	✓	\$800,000	\$53		53	
		<u>\$17,364,335</u>	<u>\$2,254</u>	<u>\$1,954</u>		

Other: _____

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

Retain Contract

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ROUNDING: Amounts may not exactly match due to rounding.

Current Funds Manager:		NV,IHS--TUBA CITY SU				Serv Type: T5						
Possible SG Tribe or Org:		Navajo Tribe - Tuba City				For Fiscal Year:2020						
Tribes Served:		Navajo										
Comments:		All projected amounts below are based on the FY'19 budget and may change based on the official FY'20 Congressional appropriation										
HQ Line 3		Activity Description	AREA				HEADQUARTERS - Facilities Appropriation					
			FY 2019	FY 2020	FY 2020	Base Thru	Share Factor	FY 2019	FY 2020	FY 2020	FY 2020	Base Thru
			Actual	Avail 106a1	Negotiated			Actual	Av 106a	Calcu	Negot	
(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)					0.0360	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)										
	16	Environ Health Services - Basic Program	0	0	0	0						
	17	Environ Health Services - Institutional Hlth	0	0	0	0						
	18	Environ Health Services - Injury Prevention	0	0	0	0						
	19	AO Environmental Health Services Support	144,735	144,735	0	2019						
	20	Other: otherEnviron	0	0	0	0						
	a	Subtotal Non-Base (27)	0	0	0							
	b	Subtotal Base (27)	144,735	144,735	0							
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0360	0	0	0	0	
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	5,210	0	0	2019
2402		Total HQ-OEHE Support - EHS Related (29)						0	5,210	0	0	
		Facilities Support Account (FSA)										
	31	Service Unit Operations	2,304,188	2,304,188	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	0	0	0							
	36	M&I Engineering Support	0	0	0							
	37	Other: otherFSA	0	0	0							
		Total FSA (28)	2,304,188	2,304,188	0							
2403		HQ Facilities and Real Property Support										
	a	Total HQ - OEHE Support - FSA Related (29)					0.0110	0	25,346	0	0	
	b	HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0		239.7789	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)	2,448,923	2,448,923	0			0	30,556	0	0	
2500		Equipment Replacement (01)	0	0	0	0						
		SubTotal (Non-Base)	2,304,188	2,304,188	0			0	25,346	0	0	
		SubTotal (Base Budget Pilot)	144,735	144,735	0			0	5,210	0	0	
		GRAND TOTAL	2,448,923	2,448,923	0			0	30,556	0	0	

Attachment E

RESIDUAL TABLE

ATTACHMENT E

**Navajo Area Indian Health Service
FY2020 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

CSC FUNDING TABLE

ATTACHMENT F

TUBA CITY REGIONAL HEALTH CARE CORPORATION

Includes Tuba City, Moenkopi and SJSP

CONTRACT SUPPORT COSTS

FISCAL YEAR 2020

As of 10/16/19

Budget Category	FY2019 Funding Base	FY2019 Program Adjustments	FY2019 CSC Reconciliation	FY2020 Funding Base
Direct CSC (Recurring)	\$ 2,243,224			\$ 2,243,224
Indirect CSC (Non-Recurring)	\$ 11,817,374		\$ (35)	\$ 11,817,339
TOTAL	\$ 14,060,598	\$ -	\$ (35)	\$ 14,060,563

Footnotes:

- 1) Funding amounts reflect FY2018 appropriations and FY2018 Program increase; these funding amounts will be adjusted based upon the enacted FY2019 appropriations and program increases, inflation and rescissions.
- 2) Subject to Reconciliation(s).

Attachment G

SAN JUAN SOUTHERN PAIUTE TRIBE
RESOLUTION NO. 2019-71



*San Juan Southern Paiute Tribe
PO Box 2950, Tuba City, AZ 86045
(928) 212-9794 ~ (928) 233-8948 fax*

**Resolution of the San Juan Southern Paiute Tribe Rescinding and Replacing Resolution
No. 2019-04 Regarding Support of Tuba City Regional Health Care Corporation's
Designation as a Tribal Organization and Authorization to Compact Under Title V of the
Indian Self-Determination and Education Assistance Act with the Indian Health Service**

RESOLUTION NO. 2019 - 71

- WHEREAS:** The San Juan Southern Paiute Tribal Council ("Tribal Council") is authorized to represent the San Juan Southern Paiute Tribe ("Tribe") and act on all matters that concern the health and welfare of the Tribe, and to make decisions not inconsistent with or contrary to the Constitution of the San Juan Southern Paiute Tribe, as provided by Article V (a) of the Constitution of the San Juan Southern Paiute Tribe ("Constitution"); and
- WHEREAS:** Article V(b) authorizes the Tribal Council "[t]o negotiate and enter into contracts with the federal, state, local and tribal governments, and with individuals, associations, corporations, enterprises or organizations; and
- WHEREAS:** on April 6, 2018, the Tribal Council approved Resolution No. 2018-33, "A Resolution in Support of Extending the Tuba City Regional Health Care Corporation's Designation as a Tribal Organization and Authorization to Compact under Title V of the Indian Self Determination Act with the Indian Health Service pursuant to Navajo Nation Council Resolution CJY-33-10 beyond September 30, 2020, unless Rescinded by the Navajo Nation Council," and
- WHEREAS:** Resolution No. 2018-33 required amendment and further clarification regarding the support of the San Juan Southern Paiute Tribe for designation of the Tuba City Regional Health Care Corporation ("TCRHCC") as a tribal organization for purposes of compacting with the Indian Health Service ("IHS") pursuant to Title V of the Indian Self-Determination and Education Assistance Act; and
- WHEREAS:** on February 8, 2019, the Tribal Council passed Resolution No. 2019-04 Rescinding and Replacing Resolution No. 2018-33 Regarding Support of Tuba City Regional Health Care Corporation's Designation as a Tribal Organization and Authorization to Compact Under Title V of the Indian Self-Determination and Education Assistance Act with IHS; and

*Carlene C. Yellowhair
President*

*Candelora Lefli
Vice President*

*Mary Lou Boone
At Large Council*

*Vacant
Southern Council*

*Vacant
Southern Council*

*Louise Tallman
Northern Council*

*Richard Graymountain
Northern Council*

- WHEREAS:** after providing Resolution No. 2019-04, TCRHCC contacted the Tribe to inform the Tribe of new information pertaining to TCRHCC that was needed to incorporate into a resolution supporting TCRHCC's compacting with IHS; and
- WHEREAS:** this Resolution is intended to fully rescind and replace Resolution No. 2019-04 in support of TCRHCC's Title V compacting with IHS; and
- WHEREAS:** the San Juan Southern Paiute Tribal Council recognizes the importance of an effective government to government relationship with its neighboring tribes, the Navajo Nation and the Hopi Tribe; and
- WHEREAS:** the Tribal Council acknowledges that TCRHCC provides critical health care services to the local community through partnership with the Navajo Nation, Hopi Tribe and San Juan Southern Paiute Tribe; and
- WHEREAS:** The TCRHCC has provided health care programs, functions, services and activities to Tribal Members and residents of portions of the San Juan Southern Paiute Tribe's territory since September 1, 2002; and
- WHEREAS:** By Tribal Council Resolution No. 2002-30 dated September 25, 2002, the San Juan Southern Paiute Tribe has supported the TCRHCC in contracting and compacting with the Indian Health Service ("IHS") pursuant to the Indian Self-Determination and Education Assistance Act to provide programs, services, functions and activities to Tribal Members and residents of portions of the San Juan Southern Paiute Tribe's territory that are within the TCRHCC's service area, and to others in the southwest region of the Navajo Nation; and
- WHEREAS:** The Tribal Council supports TCRHCC to include planning, design, and construction projects within TCRHCC's service area; and
- WHEREAS:** TCRHCC is currently designated as a tribal organization and authorized to compact with the IHS for a period of fifteen (15) years pursuant to the Navajo Nation's Naabik' íyáti' Standing Committee Resolution No. NABID-96-18 dated December 27, 2018; and

NOW THEREFORE BE IT RESOLVED THAT:

1. Resolution No. 2019-04 dated February 8, 2019, is rescinded and replaced in its entirety by this Resolution.
2. The Tribal Council approves the furtherance of the mission statement of Tuba City Regional Health Care Corporation as a Title V Self-Governance regional health system

through partnership with the Navajo Nation Chapters, the Hopi Tribe and the San Juan Southern Paiute Tribe.

3. The San Juan Southern Paiute Tribe supports the designation of TCRHCC as a tribal organization and its authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for programs, functions, services and activities, in the Navajo Nation's Naabik' íyáti' Standing Committee Resolution No. NABID-96-18 dated December 27, 2018, for a term of fifteen (15) years unless rescinded by the Navajo Nation Council, under the following conditions:
 - a. For the duration of TCRHCC's designation as a tribal organization and authorization to compact, the TCRHCC maintains a voting position on the Board of Directors of the TCRHCC that may only be filled by a Tribal Member of the San Juan Southern Paiute Tribe in accordance with TCRHCC Bylaws.
 - b. TCRHCC provides a Paiute-speaking interpreter, with preference given to a qualified Tribal Member of the San Juan Southern Paiute Tribe, for patients of TCRHCC who require interpreting services, on an as needed basis.
 - c. TCRHCC and the Tribe shall confer to determine what IHS Headquarters and Area Office shares attributable to the San Juan Southern Paiute Tribe, if any, that the Tribe may permit TCRHCC to take for any given funding year, and the Tribe will provide written notice to IHS of such determination.
4. The Tribal Council supports the efforts of TCRHCC to include planning, design, and construction projects within the service area of the TCRHCC and the San Juan Southern Paiute Tribe, provided that TCRHCC regularly consult and coordinate with the Tribe regarding such projects and consider the participation of the Tribe in such project(s) to the extent such participation is mutually agreed upon by TCRHCC and the Tribe.
5. The President or Vice President is authorized by this Resolution to determine and provide notice to IHS regarding any IHS Headquarters and Area Office shares attributable to the San Juan Southern Paiute Tribe that the Tribe authorizes TCRHCC to take during the duration of TCRHCC's designation as a tribal organization pursuant to the Navajo Nation's Naabik' íyáti' Standing Committee Resolution No. NABID-96-18 dated December 27, 2018.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, presented for approval on June 3, 2019, with a quorum of 5 in attendance, by a vote of 3 in favor, 0 opposed and 2 abstaining, pursuant to the authority contained under the Constitution of the San Juan Southern Paiute Tribe, as cited above.

Carlene C. Yellowhair
President

Candelora Lefsi
Vice President

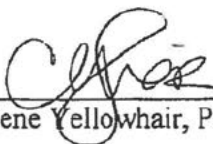
Mary Lou Boone
At Large Council

Vacant
Southern Council

Vacant
Southern Council


Louise Tallman
Northern Council

Richard Grey Mountain
Northern Council



Carlene Yellowhair, President

ATTEST:



Tamara Talaswaima, Tribal Secretary

Attachment H

TCRHCC HEALTH BOARD RESOLUTION
ON SERVICES TO NON-BENEFICIARIES



TUBA CITY REGIONAL HEALTH CARE CORPORATION

167 North Main Street, P.O. Box 600
Tuba City, Arizona 86045-0600
(928) 283.2501

RESOLUTION OF THE TUBA CITY REGIONAL HEALTH CARE CORPORATION BOARD OF DIRECTORS

REGARDING THE PROVISION OF HEALTH SERVICES TO NON-BENEFICIARIES

WHEREAS:

1. Tuba City Regional Health Care Corporation ("TCRHCC"), is a 501(c)3, Navajo Nation, Non-Profit corporation; *and*
2. Pursuant to Navajo Nation Council Resolutions, CJN-35-05 and CJY-33-10, TCRHCC is authorized and designated as a "Tribal Organization" for the purpose of managing and operating contracts with the Indian Health Service Under Title V of Public Law 93-638; *and*
3. TCRHCC, as a Tribal Organization, has the rights and responsibilities of the Navajo Nation in operating the former Tuba City Indian Medical Center and providing health services in clinics, mobile facilities and other locations to Navajos, Hopis, San Juan Southern Palutes, and other members of federally-recognized tribes ("Beneficiaries" or "Bens") who reside in and around the Navajo Nation and Hopi; *and*
4. The TCRHCC Board of Directors ("BOD"), the governing body of TCRHCC, is strongly committed to the Mission of providing accessible, quality, compassionate health care, and promoting healthy lifestyles; *and*
5. The BOD, by Resolution dated August 24, 2006, reaffirmed and approved the provision of health services to individuals not otherwise eligible for IHS health services ("Non-Beneficiaries" or "Non-Bens") at TCRHCC facilities under former Section 813(b)(1)(B) of the Indian Health Care Improvement Act ("IHCIA"); *and*
6. The former section 813(b)(1)(B) of the IHCIA has been amended by Section 813(c)(2) of the IHCIA, 25 U.S.C. §1680c(c)(2) ("1680c(c)(2)") which now governs the provision of health services to Non-Bens at TCRHCC facilities and further requires a finding as set forth at 25 U.S.C. §1680c(c)(1)(B) in order to provide such health services to Non-Bens at TCRHCC facilities; *and*
7. The BOD, by Resolution dated March 27, 2012, reaffirmed and approved the provision of health services to Non-Bens at TCRHCC facilities pursuant to 1680c(c)(2); *and*
8. 1680c(c)(1)(B) requires the BOD to determine that "the provision of such health services [to Non-Bens] will not result in a denial or diminution of health services to eligible Indians"; *and*
9. TCRHCC has experienced increased usage by Bens at its satellite clinics, including Sacred Peaks and LeChee Clinics ("Satellite Clinics"); *and*
10. In the past, two doctors, Dr. Lauren Breihan and Dr. Paul Fader ("Doctors"), currently employed by TCRHCC at its Satellite Clinics, had been allowed to treat a limited number of Non-Bens (hereinafter "Prior Non-Bens" or "PNB's"), who were the patients of the Doctors prior to the Doctors being employed by TCRHCC; *and*

11. The BOD is informed that the Doctors are providing health services to the PNB's at Satellite Clinics when the Satellite Clinics are open, but not generally available for appointments for Bens (lunch time and 4:30 p.m. – 7:00 p.m., Monday through Fridays, at which time the Satellite Clinics are open only for prescription pick-up); *and*
12. It is prudent, in light of increased usage of the Satellite Clinics by Bens, for TCRHCC to initiate a process to limit any increases in providing health services to additional Non-Bens at its Satellite Clinics, to reasonably reduce the provision of health services to Non-Bens at its Satellite Clinics while allowing a limited continuation of care to PNB's by Doctors (Dr. Breihan and Dr. Fader only) at times and in a manner which will not result in a denial or diminution of health services to Bens; *and*
13. It is prudent for the BOD to strictly limit the provision of health services to Non-Bens at the Satellite Clinics to PNB's of the Doctors expressly noted herein and not allow this practice in the future employment of doctors at the Satellite Clinics in order to continue compliance with applicable federal law; *and*
14. A list of those Prior Non-Bens, identified by initials, shall be maintained in a secure and confidential setting by the TCRHCC Chief Compliance Officer and shall be made a part of this Resolution by reference should the need arise to identify said PNB's in the implementation of this Resolution. At this time, there are 39 PNB's identified on the list and that number should not be increased; *and*
15. To accomplish the objectives of this Resolution, should either or both Doctors cease to be employed by TCRHCC, the PNB's previously being provided health services by the Doctors ceasing employment with TCRHCC shall, after a thirty (30) day transition period from the date of the Doctors cessation of employment with TCRHCC, no longer be eligible to receive health services at TCRHCC Satellite Clinics; *and*
16. The BOD is informed that in the past PNB's have fully paid TCRHCC for all health services received at the Satellite Clinics as required by applicable laws. It is appropriate for such full payment by PNB's to be a strict, prior condition to the PNB's continuing to receive health services at the Satellite Clinics; *and*
17. To accomplish the goals of this Resolution, PNB's should only be provided health services at Satellite Clinics at times and in a manner when the Satellite Clinic is open, but not generally available to Bens for appointments as noted in provision 12 above; *and*
18. If a PNB ceases to seek the health services currently provided from one of the Doctors and elects to seek said health services from another health service provider, the PNB shall be removed from the PNB list and shall not thereafter be eligible to receive health services at the Satellite Clinics; *and*
19. TCRHCC provides health services pursuant to a HRSA Grant Community Health Center ("CHC") Mobile Vans ("Vans") and the provision of said health services are subject to different, applicable laws, regulations and conditions which do allow such treatment of Non-Bens.

NOW, THEREFORE, BE IT RESOLVED THAT:

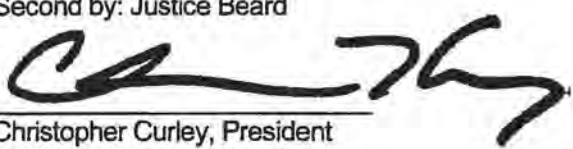
1. The provision of health services to Non-Bens at Satellite Clinics shall be strictly limited as follows:
 - A. A list of PNB's, as that term is defined above, shall be maintained by initials in a confidential and secure setting by the TCRHCC Chief Compliance Officer.
 - B. Only PNB's on the list may be provided health services at Satellite Clinics and such services may only be provided by the two Doctors, Dr. Lauren Breihan and Dr. Paul Fader, as identified above.

- C. If either or both Doctors cease to be employed by TCRHCC, then after 30-days of said Doctors ceasing to be employed by TCRHCC, the PNB's previously provided health services by said Doctor shall no longer be eligible to receive health services at Satellite Clinics.
 - D. Doctors shall only provide health services to PNB's at such times as the Satellite Clinic is open, but not available for Bens' appointments (noon hour and 4:30 p.m. – 7:00 p.m., Monday through Friday).
 - E. PNB's shall fully pay for all health services provided at Satellite Clinics as required by law and shall be permanently barred from receiving health services at Satellite Clinics if said PNB's fail to timely pay for such services.
 - F. No other Non-Beneficiary shall be allowed to receive health services at Satellite Clinics, except as may be allowed by 25 U.S.C. §1680c(d) and TCRHCC policy allowing treatment of TCRHCC employees and dependents of TCRHCC employees at all TCRHCC facilities.
 - G. The Doctors identified herein, or any other doctors or health care providers or person employed by TCRHCC, may not add anyone to the list of PNB's except as expressly allowed herein.
 - H. There shall be no additional compensation to Doctors for services provided to PNB's as allowed herein.
 - I. The purpose and intent of this part of the Resolution is intended to strictly limit the provision of health services to Non-Bens at the Satellite Clinics due to the demands of Bens for health services, and to initiate a process in which Non-Bens will not be provided health services at the Satellite Clinics, except as expressly allowed by federal law, while at the same time, allowing continuation of care for expressly identified PNB's of Doctors Breihan and Fader only, due to prior considerations.
- 2. Non-Bens may continue to receive services at the main campus of TCRHCC facilities, in Tuba City, AZ, other than the Satellite Clinics, under the BOD prior Resolution dated March 27, 2012, until further action of the BOD.
 - 3. The BOD has promulgated this Resolution after consideration of 25 U.S.C. §1680c(c)(1)(B) and under the general law recognizing continuity of care and adherence to contractual arrangements.

CERTIFICATION

We, hereby, certify that the foregoing resolution was duly considered at duly called meeting of the Tuba City Regional Health Care Corporation Board of Directors at Tuba City (Arizona) at which a quorum was present and that the same was passed by a vote of 5 in favor, 3 opposed and 1 abstained, this 31st day of January 2017. Chair not voting.

Motion by: Dolly Lane
Second by: Justice Beard



Christopher Curley, President
TCRHCC Board of Directors

Attachment I

LIST OF LOCATIONS WHERE TCRHCC
ADMINISTERS PSFAs

ATTACHMENT I

TUBA CITY REGIONAL HEALTH CARE CORPORATION FY 2019-2023 Funding Agreement

Non-Exclusive List of Locations in which TCHRCC administers Programs, Services, Functions and Activities under the terms of its Funding Agreement with the IHS.

Tuba City Regional Hospital, Tuba City, AZ
Sacred Peaks Health Center, Flagstaff, AZ
Sacred Peaks Health Center-West, Flagstaff, AZ¹
LeChee Health Facility, LeChee, AZ
Temporary Bodaway Gap Health Facility, The Gap, AZ
Navajo Nation Department of Corrections, Tuba City, AZ
Public and Home health, throughout TCRHCC Service Unit
TCRHCC Geographic Service Area Chapters: To'Nanees' Dizi Local Government, To Nihalii', Kai'Bii'To', Coalmine, Cameron, Coppermine, Bodaway/Gap, and Le Chee Chapters.
Community Health and Health Promotion events, throughout TCRHCC Service Unit
School Facilities, throughout the TCRHCC Service Unit
Dinnebito Clinic
Kaibeto Creek Independent Living Care Center, Kaibeto, AZ

¹ Services ended 05/17/19, Lease ended 5/31/19

SELF-GOVERNANCE FUNDING AGREEMENT

BETWEEN

WINSLOW INDIAN HEALTH CARE CENTER, INC.

AND

THE SECRETARY OF THE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FISCAL YEARS 2016 - 2020

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 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 WIHCC FY 2016 – 20 Funding Agreement

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. §§ 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, 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. § 458aaa-6(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 IHCIA shall prevail unless they conflict with the ISDEAA.

(b) 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. § 458aaa-5(e), pursuant to 25 U.S.C. § 458aaa-4 and Article III, Section 5 [Reallocation, Redesign, and Consolidation] and 6 [Consolidation with Other Programs] of the Compact.

(c) **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. § 458aaa-7(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 PSFAs described in Section 4(a) [WIHCC PSFAs].

(d) **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 ISDA 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 CFR §§ 900.180 – 900.210.

(e) **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. § 450j(f)(1), to be used in connection with carrying out the terms, conditions, and provisions of this FA and any successor FA.

(f) **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. WIHCC provides public health services as well as dental care by mobile van at Head Start centers, 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.

(g) **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. § 458aaa-6. Any such reporting shall impose minimal burdens on the WIHCC and shall be in compliance with requirements promulgated pursuant to 25 U.S.C. § 458aaa-16.

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 Act are subject to reductions only in accordance with 25 U.S.C. § 458aaa-7(d) and 25 U.S.C. § 450j-1. Under this FA, IHS agrees to make available in FY 2016 the amounts identified

WIHCC FY 2016 – 20 Funding Agreement

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 FY 2017-20, the FY 2016 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 2016 will be the total of the final reconciled 2015 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, 2016. 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 - .125, 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

WIHCC FY 2016 – 20 Funding Agreement

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 2014, the IHS has verified the WIHCC user population through 2014 as 16,649 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. § 458aaa-4(b)(2) and implementing regulations, the parties agree that the IHS/Secretary will add the WIHCC's FY 2016-20 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 FY 2016-20 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 Headquarter 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 fourth quarter of each fiscal year, 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 WIHCC FY 2016 – 20 Funding Agreement

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) FY2017-20 Funding Amounts. It is the parties' intent that this FA be a multi-year FA covering fiscal years 2016 – 2020. For FY 2017-20, 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 FY 2017-20. 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) Consolidation of Contract and Previous Funding Agreements. The contract listed below and all previous AFAs shall be modified or terminated, as appropriate, and consolidated into the compact as provided in Article 3, Section 4 of the compact.

Title I, P.L. 93-638 Contract Number: HHSI24520110004C

(j) 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.

WIHCC FY 2016 – 20 Funding Agreement

(k) **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 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 2016 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 2016 for PSFAs subject to the FA, whichever is later. For Fiscal Years 2017-20, the WIHCC shall be paid 100% of the funding amount due to WIHCC under section 5 for Fiscal Years 2017-20 within ten (10) days of October 1, 2016 and 2019, respectively, or within ten (10) days after the date on which the Office of Management and Budget apportions the appropriations for FY 2017-20 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 Gallup Regional Supply Service Center (“GRSSC”), Prime Vendor Contract, and Use of General Services Administration (“GSA”) Vehicles.

(a) **GRSSC and Prime Vendor Contract.** In accordance with 25 U.S.C. § 458aaa-7(e) and 458aaa-15(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 pharmaceuticals, medical and other supplies from the GRSSC or its successor. The terms and conditions for WIHCC’s use of the GRSSC and Prime Vendor contract shall be as set out in the Agreement between the parties, GRSSC-2016-0001, or its successor.

(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. § 458 aaa-4(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. § 458 aaa-4(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

WIHCC FY 2016 – 20 Funding Agreement

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. § 458 aaa-15(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. § 450b(e) (definition of “Indian tribe”);
- (b) 25 U.S.C. § 450h(b) (related to grants for health facility construction and planning, training, and evaluation);
- (c) 25 U.S.C. § 450h(d) (duty of IHS to provide technical assistance);
- (d) 25 U.S.C. § 450j(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- (e) 25 U.S.C. § 450j(o) (storage of patient records);
- (f) 25 U.S.C. § 450l(c), section 1(b)(8)(A) (access to reasonably divisible property);
- (g) 25 U.S.C. § 450l(c), section 1(b)(8)(C) (joint use agreements);
- (h) 25 U.S.C. § 450l(c), section 1(b)(8)(D) (acquisition of property);
- (i) 25 U.S.C. § 450l(c), section 1(b)(8)(E) (confiscated or excess property);
- (j) 25 U.S.C. § 450l(c), section 1(b)(F) (screener identification);
- (k) 25 U.S.C. § 450l(c), section 1(b)(9) (availability of funds);
- (l) 25 U.S.C. § 450l(c), section 1(d)(1)(B)(1) (construction of contract);
- (m) 25 U.S.C. § 450l(c), section 1(d)(1)(B)(2) (good faith);
- (n) 25 U.S.C. § 450l(c), section 1(d)(1)(B)(3) (programs retained);
- (o) 25 U.S.C. § 450l(c), section 1(f)(2)(B) (incorporation by reference); and
- (p) 25 U.S.C. § 450m-1, (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 IHCA Reauthorization, notwithstanding anything to the contrary in the Navajo Nation Health Compact, and in addition to other PSFA's 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).

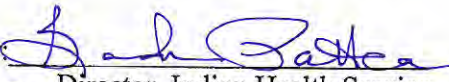
Section 13-Effective Date and Term. This FA shall become effective upon execution by both parties or October 1, 2015, whichever is later, and shall extend through September 30, 2020, or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 13(b) [Continuation of Compact and FA] of the Compact and Section 9(a) of this FA, [Subsequent FAs].

Winslow Indian Health Care Center, Inc.

By: 
President, Board of Directors

Date: Sept. 30, 2015

United States of America

By: 
for Director, Indian Health Service

Date: 11/25/2015

Attachments:

- A WIHCC FY 2016-20 Programs and Services
- A-1 Self-Governance FA Funding Table
- B 106(a)(1) Base Funding Table
- C NAIHS Area Office Shares Funding
- C-1 Gallup Regional Supply Service Center Operation Shares
- 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 2016-20 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 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 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, child and adolescent group or foster homes, senior centers, and at IHS facilities as stated in paragraph 4, to the extent that IHS funds are available. In addition to the services listed, WIHCC will arrange for contract health services to supplement the services provided directly by WIHCC to the extent funds are available for that purpose.

The Winslow Indian Health Care Center provides medical care including:

1. General ambulatory care clinical services. WIHCC provides primary care physicians, nurse practitioners and physician assistants providing care in a family practice 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. 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, including Chinle Comprehensive Health Care Facility, at which WIHCC specialists have appropriate privileges, and with which WIHCC has executed signed agreements for such services.
5. 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.

6. Prenatal care – WIHCC provides services for prenatal care throughout the pregnancy including delivery.
7. Optometry – WIHCC provides optometry services for patients including a wide range of diagnostic exams. Prescription eyewear is also provided to patients meeting WIHCC criteria.
8. 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.
9. 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.
10. 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.
11. Mental health – WIHCC provides mental health services for behavioral health issues, and psychiatric and social services.
12. Substance abuse – WIHCC provides outpatient care for substance abuse issues.
13. WIHCC may provide necessary health care services to beneficiaries at remote sites via telemedicine and telepsychiatry, including such services as listed in paragraph 4 above, to IHS sites.
14. Mobile van outreach- provides limited primary and preventive care, dental, and public health services throughout the Winslow service delivery area, including but not limited to senior centers.
15. Community Health Services – 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, and nutrition. 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, acupuncture and 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. § 1689u, the United States is not liable for any provision of traditional health care practices pursuant to the IHCA 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, immunizations, and referrals.
16. 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.
17. 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.

18. 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.
19. Purchased and Referred Care: WIHCC provides contract health care (CHS)/purchased and referred care consistent with published IHS CHS 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-CHS Indian beneficiaries. WIHCC will pay for all NAIHS-CHS eligible patients referred from its facilities, provided, that NAIHS and contracted and compacted NAIHS programs also pay for all NAIHS-CHS 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 CHS 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 CHS administrative practice.
20. Other Programs/Services: Including, but not limited to, any new or expanded health care program funded during FY 2016-20 including programs identified in the Indian Health Care Improvement Act, 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 Indian Self-Determination Act 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, data processing, 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, personnel 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 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, Grants and Awards Planning and Management: Including, but not limited to, contract, grant and other funding proposal research, development, preparation and management, administration and monitoring of any such awards relating to the PFSA's included in this Attachment and the FA.
5. Business 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, 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. Telecommunications. Information and Technology Services: Providing technical support for hardware, software, applications development, telecommunications, biomedical devices and management, non-technical information, overall systems and operations management and senior leadership level information management and strategic planning.
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.
11. **Housekeeping:** 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:** 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; 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.

Compact No.: 63G110103

Compact No.: 63G110103

Note 1: All estimates are based on FY2015 appropriations and these amounts will be adjusted based upon the enacted FY2016 appropriations.

ATTACHMENT B

WINSLOW INDIAN HEALTH CARE CENTER, INC. 106 (a)(1) Base Funding FISCAL YEAR 2016

	FY 2015 Funding Base	Recurring Increases in FY2015	FY 2015 Inflation Based on 2012 User Pop	Total FY 2016 Funding Base
Hospital & Clinics	\$ 10,508,561	\$ 17,166	\$ -	\$ 10,525,727
Dental	\$ 1,363,690	\$ -	\$ -	\$ 1,363,690
Mental Health	\$ 487,957	\$ -	\$ -	\$ 487,957
ASAP	\$ 111,870	\$ -	\$ -	\$ 111,870
Public Health Nursing	\$ 573,561	\$ -	\$ -	\$ 573,561
Purchased Referred Care	\$ 6,925,440	\$ -	\$ 201,802	\$ 7,127,242
Facilities Support	\$ 426,389	\$ -	\$ -	\$ 426,389
Environmental Health Support	\$ 278,126	\$ -	\$ -	\$ 278,126
TOTAL	\$ 20,675,594	\$ 17,166	\$ 201,802	\$ 20,894,562

NOTES

Note¹: Funding amounts reflect FY2015 appropriations, FY2015 Program increase and FY15 Inflation based on 2012 user population; these funding amounts will be adjusted based upon the enacted FY2016 appropriations and program increases, inflation and rescissions.

Winslow Indian Health Care Center, Inc.

FY 2016 Area Office Shares

	FY 2015 Recurring Base	Less Residual	FY 2016 Funding Base	% of 1998 Total Users 253,822	Foot Notes	FY 2016 Total Shares	FY 2016 Shares Taken by Winslow	FY 2016 Shares Retained by IHS
Program Activities	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Hospitals & Clinics								
001 Office of the Area Director	68,717	0	68,717	6.303%		4,331	0	4,331
129 Attorney	382,726	(193,005)	189,721	6.303%		11,958	11,958	0
082 Office of Ind Self Determination	372,205	0	372,205	6.303%		23,460	23,460	0
107 EEO	4,240	0	4,240	6.303%		267	267	0
023 Purchased/Referred Care	147,077	0	147,077	6.303%		9,270	0	9,270
002 Financial Management	1,465,851	(526,852)	938,999	6.303%		59,185	59,185	0
005 Admin Services	349,393	0	349,393	6.303%		22,022	19,820	2,202
028 Information Resource Management	399,431	(221,386)	178,045	6.303%		11,222	0	11,222
007 Acquisition	795,097	(520,984)	274,113	6.303%		17,277	17,277	0
003 Human Resources	1,092,386	(133,315)	959,071	6.303%		60,450	60,450	0
017 Medical Records	4,772	0	4,772	6.303%		301	301	0
047 EMS	14,313	0	14,313	N/A		0	0	0
018 Nursing Admin	197,620	0	197,620	6.303%		12,456	12,456	0
009 Professional Stds & Recruit	300,718	0	300,718	6.303%		18,954	0	18,954
subtotal	5,594,546	(1,595,542)	3,999,004			251,153	205,174	45,979
182 Health Board	44,653	0	44,653	6.303%		2,814	2,814	0
034 Model Diabetes Prog	293,455	0	293,455	N/A		0	0	0
112 HP/DP (SR)	189,203	0	189,203	P/F	1)	24,255	24,255	0
subtotal	527,311	0	527,311			27,069	27,069	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	6,500,869	(1,595,542)	4,905,327			278,222	232,243	45,979
0								
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	240,254	0	240,254	6.303%		15,143	15,143	0
Total Dental	823,643	0	823,643			48,132	48,132	0
0								
Alcohol & Substance Abuse								
ASAP minus None for the Road	308,089	0	308,089	6.303%		19,419	19,419	0
None for the Road	9,311	0	9,311	N/A		0	0	0
Total Alcohol	317,400	0	317,400			19,419	19,419	0
Direct Operations								
001 Office of the Area Director	870,699	(919,415)	(48,716)	6.303%		(3,071)	0	(3,071)
001 Office of the Area Director-Travel	23,585	0	23,585	6.303%		1,487	1,487	0
107 EEO	92,586	0	92,586	6.303%		5,836	5,836	0
006 Third Party Resources	127,140	0	127,140	6.303%		8,014	8,014	0
023 Purchased/Referred Care	127,198	0	127,198	6.303%		8,017	0	8,017
002 Financial Management	235,237	(221,386)	13,851	6.303%		873	873	0
005 Admin Services	286,958	0	286,958	6.303%		18,087	18,087	0
004 Property Management	258,867	(187,346)	71,521	6.303%		4,508	4,508	0
028 Information Resource Management	300,540	0	300,540	6.303%		18,943	0	18,943
007 Acquisition	0	0	0	N/A		0	0	0
003 Human Resources	333,356	(215,712)	117,644	6.303%		7,415	7,415	0
008 Program Planning & Evaluation	330,043	0	330,043	6.303%		20,803	0	20,803
009 Professional Stds & Recruit	56,172	0	56,172	6.303%		3,541	0	3,541
Total Direct Operations	3,042,381	(1,543,859)	1,498,522			94,453	46,220	48,233
Facilities Support								
015 Bio-Med	591,120	0	591,120	6.303%		37,258	37,258	0
Pinon Support	69,301	0	69,301	N/A		0	0	0
Ft. Defiance Support	0	0	0	N/A		0	0	0
Red Mesa Support	157,214	0	157,214	N/A		0	0	0
subtotal	817,635	0	817,635			37,258	37,258	0
004 Real Property	171,336	0	171,336	6.303%		10,799	0	10,799

		FY 2015 Recurring Base	Less Residual	FY 2016 Funding Base	% of 1998 Total Users 253,822	Foot Notes	FY 2016 Total Shares	FY 2016 Shares Taken by Winslow	FY 2016 Shares Retained by IHS
	Program Activities	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Pinon Support	21,000	0	21,000	N/A		0	0	0
	Ft. Defiance Support	0	0	0	N/A		0	0	0
	Red Mesa Support	47,639	0	47,639	N/A		0	0	0
	subtotal	239,975	0	239,975			10,799	0	10,799
014	Facility Management	1,673,245	(460,610)	1,212,635	6.303%		76,432	0	76,432
	Pinon Support	212,102	0	212,102	N/A		0	0	0
	Ft. Defiance Support	0	0	0	N/A		0	0	0
	Red Mesa Support	471,337	0	471,337	N/A		0	0	0
	subtotal	2,356,684	(460,610)	1,896,074			76,432	0	76,432
	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
	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	3,539,280	(460,610)	3,078,670			124,489	37,258	87,231
	0								
032	Environmental Health Support								
	DOH -638 Contract	235,540	0	235,540	N/A		0	0	0
	Area Office Support	590,247	(303,050)	287,197	6.303%		18,102	0	18,102
	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
	S U Non-Recurring	0	0	0	N/A		0	0	0
	subtotal	2,654,542	(303,050)	2,351,492			18,102	0	18,102
	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	5,249,196	(566,292)	4,682,904	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	5,920,125	(566,292)	5,353,833			0	0	0
114	Injury Prevention								
	Area & SU Projects	237,877	0	237,877	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	532,041	0	532,041			0	0	0
	Total OEH	9,582,781	(869,342)	8,713,439			48,109	0	48,109
	TOTALS	23,806,354	(4,469,353)	19,337,001			612,824	383,272	229,552
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.								

ATTACHMENT C-A

Winslow Indian Health Care Center, Inc.

FY 2016 Area Office Reserve Shares

		FY 2015 Recurring Base (1)	FY 2016 Reduction 0% (2)	FY 2016 Funding Base (3)	% of 1998 Total Users 253,822 (4)	FY 2016 Total Shares (5)	FY 2016 Shares Taken by Winslow (6)	FY 2016 Shares Retained by IHS (7)
	Program Activities							
	Hospitals & Clinics							
001	AW Reserve	4,132,256	0	4,132,256	6.303%	260,456	260,456	0
		0						
	Purchased Referred Care							
023	PRC Reserve	1,506,514	0	1,506,514	6.303%	94,956	94,956	0
		0						
	TOTALS	5,638,770	0	5,638,770	6.303%	355,412	355,412	0

Winslow Indian Health Care Center, Inc.

FY2016 Headquarter Shares

Program Activities	TSA	PF	\$ In Shares Pool	% SUs Contracted	Shares for Contracted SUs	FY2016 Shares Taken by Winslow	FY2016 Shares Retained by IHS
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Hospitals & Clinics							
101 Emergency Fund		X	917,812		-	-	-
105 Management Initiatives		X	2,028,923		-	-	-
106 A.C.O.G. Contract	X		97,203	6.303%	984	984	-
107 H.P./D.P. Initiatives	X		3,429,033	6.303%	17,877	17,877	-
110 N.E.C.I.	X		1,091,987	6.303%	11,063	11,063	-
111 Nurse Initiatives	X		1,264,180	6.303%	12,496	12,496	-
112 Nursing Costeps	X		636,707	6.303%	6,450	6,450	-
113 Chief Clinical Consultant	X		273,439	6.303%	2,771	2,771	-
115 Emergency Medical Svcs	X		458,676	6.303%	-	-	-
117 Traditional Advocacy Program	X		99,174	6.303%	-	-	-
118 Research Projects	X		1,260,920	6.303%	12,711	-	12,711
119 A.A.I.P. Contract	X		26,355	6.303%	267	267	-
120 Clinical Support Center-Phoenix	X		1,707,688	6.303%	18,305	-	18,305
121 Costeps-Non Physicians	X		80,214	6.303%	812	-	812
123 Physician Residency	X		271,905	6.303%	2,755	2,755	-
124 RecruitmenURetention	X		2,023,608	6.303%	20,503	-	20,503
125 U.S.U.H.S., etc.	X		3,010,303	6.303%	30,502	30,502	-
126 D.I.R. Support Fund	X		24,496,788	6.303%	248,254	38,625	209,629
127 Evaluation	X		1,047,570	6.303%	10,616	10,616	-
128 National Indian Health Board	X		452,654	6.303%	4,555	-	4,555
129 Albuquerque Administration	X		878,068	6.303%	10,058	-	10,058
130 Nutrition Training Center	X		340,197	6.303%	3,726	3,726	-
131 Diabetes Program-Aibug/HQ	X		1,267,694	6.303%	13,387	13,356	31
132 Cancer Prevention-Aibug/HQ	X		705,701	6.303%	7,499	7,499	-
133 Health Records	X		134,359	6.303%	1,074	1,074	-
134 AIDS Program	X		417,020	6.303%	-	-	-
135 Handicapped Children	X		340,947	6.303%	3,631	3,631	-
137 National DIR Support-Aibug/HQ	X		8,175,823	6.303%	83,197	19,685	63,512
Total Hospital and Clinics			56,934,948		523,493	183,377	340,116
Dental Health							
201 IHS Dental Program	X		1,004,546	6.303%	12,904	12,904	-
202 IHS Dental Program - PgmFormula		X	5,152,515	6.303%	-	-	-
Total Dental			6,157,061		12,904	12,904	-

Program Activities	TSA	PF	\$ In Shares Pool	% SUs Contracted	Shares for Contracted SUs	FY2016 Shares Taken by Winslow	FY2016 Shares Retained by IHS
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Mental Health							
301 MH/SS Technical Assistance	X		1,478,861	6.303%	15,174	15,174	-
302 C.M.I. Grants	X		611,608	6.303%	6,197	6,197	-
303 National Conference	X		104,693	6.303%	1,060	1,060	-
Total Mental Health			2,195,162		22,431	22,431	-
Alcohol/Sub. Abuse							
401 Clinical Advocacy	X		2,907,956	6.303%	-	-	-
402 Collaborative Initiatives	X		779,687	6.303%	-	-	-
Total Alcohol/Sub.Abuse			3,687,643		-	-	-
Purchased/Referred Care							
501 PRC Fiscal Intermediary		X	7,892,848	6.303%	-	-	-
504 PRC Reserve & Undistributed	X		2,937,479	6.303%	29,795	29,795	-
Total Purchased/Referred Care			10,830,327		29,795	29,795	-
Public Health Nursing							
601 PHN - Preventive Health Initiatives	X		898,469	6.303%	-	-	-
602 PHN - Preventive Health Initiatives		X	2,364,041	6.303%	-	-	-
Total Public Health Nursing			3,262,510		-	-	-
Health Education							
701 IHS Health Education Program	X		1,105,824	6.303%	-	-	-
Total Health Education			1,105,824		-	-	-
Community Health Rep							
801 IHS CHR Program	X		2,301,590	6.303%	-	-	-
Total Community Health Rep			2,301,590		-	-	-
Direct Operations							
1301 Direct Operations - Rockville	X		16,267,101	6.303%	164,729	150,969	13,760
Total Direct Operations			16,267,101		164,729	150,969	13,760
Facilities & Env Hlth Svc							
2401 Sanitation Fac Construction Support		X	2,269,776	See Table 4F			
2402 Environ Health Services Support		X	1,328,254				
2403 Facilities Operations Support		X	2,225,934				
2404 Facilities and Engineering Support		X	1,331,093				
2405 Engineering Services Support		X	469,184				
Total Facilities & Env Hlth Svc			7,624,241				
Note ¹ : All estimates are based on FY2015 IHS appropriations and these amounts will be adjusted based upon the enacted FY2016 appropriations.							

DRAFT

Table 4F -
Estimated Area and Headquarters Facilities Appropriation Funds for FY 2016 SD/SG Negotiations

DRAFT

Current Funds Manager: NV,IHS-WINSLOW SU

Possible SG Tribe or Org: Navajo Tribe - Winslow

Tribes Served: Navajo

Serv Type: T5
For Fiscal Year: 2016

Comments: All amounts below are based on the projected FY'16 budget and may be updated based on the official FY'16 Congressional appropriation

HQ Line 3	Activity Description	AREA			HEADQUARTERS - Facilities Appropriation							
		FY 2015 Actual	FY 2016 Avail 105a1	FY 2016 Negotiated	Base Thru	Share Factor	FY 2015 Actual	FY 2016 Av 105a	FY 2016 Calcul	FY 2016 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	0						
4		Project M&I Tribally owned Facility	0	0	0	0						
a		Subtotal Non-base (26)	0	0	0	0						
b		Subtotal base (26)	0	0	0	0						
2100		Total M&I (26)	0	0	0	0						
							Calculated on line 2405a					
5		M&I Environmental Remediation Projects					Available with accepted proposal					
2200	8	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10	Health Care Facilities (NEW) (00)										
		Facilities and Environ Health Support (2400)					With line item construction project					
		Environ Health Support Account (EHSA)										
	11	San Fac Constr (SFC) Support - Proj Related	0	0	0	0						
	12	AO SFC Program Mgmt - Proj Related	0	0	0	0						
	13	SFC Support - Non-project Related	0	0	0	0	0					
	14	AO SFC Program Management-Non-project Related	0	0	0	0	0					
	15	Other, otherSFC	0	0	0	0	0					
a		Subtotal Non-Base (27)	0	0	0	0						
b		Subtotal Base (27)	0	0	0	0						
c		Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0536	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)										
	16	Environ Health Services - Basic Program	0	253,850	0	0						
	17	Environ Health Services - Institutional Hlth	0	0	0	0						
	18	Environ Health Services - Injury Prevention	0	24,276	0	0						
	19	AO Environmental Health Services Support	0	0	0	0						
	20	Other, otherEnviron	0	0	0	0						
a		Subtotal Non-Base (27)	0	278,126	0	0						
b		Subtotal Base (27)	0	0	0	0						
c		Subtot HQ-OEHE Support EHS Non-Base (29)					0.0536	0	14,908	0	0	
d		Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0	0
2402		Total HQ-OEHE Support - EHS Related (29)						0	14,908	0	0	
		Facilities Support Account (FSA)										
	31	Service Unit Operations	0	426,483	0	0						
	32	Biomedical	0	0	0	0						
	33	AO FSA Support	0	0	0	0						
	34	AO Real Property Support	0	0	0	0						
	35	AO Biomedical Program	0	38,009	0	0						
	36	M&I Engineering Support	0	0	0	0						
	37	Other, otherFSA	0	0	0	0						
		Total FSA (28)	0	464,472	0	0						
2403		HQ Facilities and Real Property Support										
a		Total HQ - OEHE Support - FSA Related (29)					0.0126	0	5,852	0	0	
b		HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0	235.4827		0	0	0	0	
2404		Facilities Planning and Construction Support					Available with line 2300					
2405		Engineering Services Support										
a		M&I Contracting Services (29)					0.0088	0	0	0	0	
b		New Health Care Facilities (29)					Available with line 2300					
2400		TOTAL Facilities and Environ Support (29)	0	742,598	0	0		0	20,760	0	0	
2500		Equipment Replacement (01)	0	0	0	0						
		SubTotal (Non-Base)	0	742,598	0	0		0	20,760	0	0	
		SubTotal (Base Budget Pilot)	0	0	0	0		0	0	0	0	
		GRAND TOTAL	0	742,598	0	0		0	20,760	0	0	

WINSLOW INDIAN HEALTH CARE CENTER, INC.
Contract Support Costs
Fiscal Year 2016 - FA

	Total FY 2015 Funding	FY 2016 Less Across the Board (ATB) Reduction @ .2108%	Total FY 2016 Funding
Direct CSC (Recurring)	\$ 760,844.00	\$ (1,604.00)	\$ 759,240.00
Indirect CSC (Non - Recurring)	\$ 5,788,533.00	\$ (12,203.00)	\$ 5,776,330.00
TOTAL	\$ 6,549,377.00	\$ (13,807.00)	\$ 6,535,570.00

NOTES

All the numbers above reflect the Fiscal Year 2015 appropriations, including using the IHS CSC Calculation Tool, the ACC Template and FY 16 ATB Reduction Amount

Tribe: WIHCC Inc		2015	Remarks to Estimates		
Program (Recurring) excl. Tribal Shares		20,894,562	Program Recurring amount, less retained		
Total Area Tribal Shares		710,467	Less Retained amounts		
Total HQ Tribal Shares		402,109	Less Retained amounts	Indirect Cost Rate Information	
Total Program (Non-Recurring)		1,064,322	Non-recurring paid amounts, like M&IE or any other amounts	FY/CY/SY IDC Rate	
Less 20% Tribal Shares (or negotiated amount)		222,515	Based on the 80/20 split per CSC Policy, if applicable	Type of Base	
2014 DCSC Negotiated Need		748,862	Per DCSC Negotiation or last reported need	Rate	0.00%
Inflation Factor		1.65%	Last known (projected) non-medical inflation Rate		
2015 DCSC Negotiated Estimated Need			DCSC estimated need based on previous year's need and inflation factor OR if renegotiated, above inflation factors are not applied and newly negotiated amount is manually inserted here. Paragraph 1 estimate in Post-Ramiah Language		
DCSC Funding Paid		760,844	Projected funding to be paid in CY 2015, should equal 100% of identified need. Or if during the year after initial payment, only enter current amount paid to Tribe		
DCSC Deficiency		0	Estimated deficiency, based on funding and estimated DCSC need		
Program Base		23,629,789	Program Recurring amount + Area Shares + HQ Shares + Non-Recurring + 20% of Tribal Shares + DCSC Estimated Need = Program Base		
Less Other Exclusions and Pass-Thru		0	Exclusions consistent with rate agreement and rate proposal information, reasonable Tribal documentation, or lastly the default list determined and agreed upon by the CSC workgroup		
Direct Cost Base		23,629,789	Program base less all exclusions and pass-thru		
Most current IDC rate		0.00%	Current IDC Rate, as noted in box to the right		
Estimated IDC Need (Non-Recurring) Based on IDC Rate		0	Direct Cost Base x IDC Rate		
Indirect CSC Type Costs Negotiated (Non-Recurring)		6,011,048	N/A if an applicable IDC Rate is available. Enter current amount negotiated with Tribe (negotiated amount is only good for 4 years)		
Total 20% Tribal Shares or Neg Amt		222,515	Already available for indirect costs		
Estimated Indirect CSC Need		7,233,513	Estimated total IDC need less all duplicative costs. Paragraph 1 estimate		
Indirect CSC Funding Paid		5,788,533	Projected funding to be paid in CY 2015, should equal 100% of identified need. Or if during the year, only enter the current amount paid to Tribe.		
Indirect CSC Deficiency		(0)	Estimated deficiency, based on funding and estimated ICSC need		
Total Estimated CSC Need		6,549,377	Total estimated need for DCSC and ICSC		
Total CSC Funding Available for CSC Need		6,549,377	Projected funding to be paid when used during negotiations/amount already paid when used throughout the year, should equal 100% of identified need		
TOTAL ESTIMATED CSC DEFICIENCY		(0)	Total estimated CSC deficiency based on estimated CSC need and projected funding to be paid, should be \$0. If positive number then the Tribe is owed more, if negative number is shown there will be an overpayment		

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 (“IHCA”) 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 IHCA, as amended, the terms of the IHCA 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 PSFAs 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, mandates, 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 IHCA 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

Phillip B.
By: Smith -S
for _____
Director, Indian Health Service

Digitally signed by Phillip
B. Smith -S
Date: 2021.03.15
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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 IHCI, 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 PFSAAs 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

No.	Sub-Activity (1)	Program			Area Office Shares			HQ Shares			TOTALS		
		Funding Agreement Amount (2)	Retained Services Amount (3)	Program Amount to be Received (4)	Funding Agreement Amount (5)	Retained Services Amount (6)	AOS Amount to be Received (7)	Funding Agreement Amount (8)	Retained Services Amount (9)	HQS Amount to be Received (10)	Funding Agreement Amount (11)	Retained Services Amount (12)	Total Amount to be Received (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	(429,956)	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.

FY2021 Funding Attachment B&G 200917

Prepared by: Darlene Kirk, Accountant

Last Revision: 9/17/2020

Winslow Indian Health Care Center, Inc.										ATTACHMENT C
FY2021 Area Office Shares										
	FY2021 Recurring Base (1)	FY2021 Residual (Less) (2)	FY2021 Funding Base (3)	% of 1998 Total Users 253,822 (4)	Foot Notes (5)	FY2021 Total Shares (6)	FY2021 Shares Taken by Winslow (7)	FY2021 Shares Retained by IHS (8)		
Program Activities										
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%		43,886	43,886	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 Sids & 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		2)	0	0	0		
Total Hospital & Clinics	6,788,446	(1,327,697)	5,460,749			314,037	273,087	40,950		
Dental Health										
Dental Program minus Fluoride	523,389	0	523,389	6.303%		32,989	32,989	0		
Dental OEH Fluoridation	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		
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 1998 Total Users 253,822	FY2021 Total Shares	FY2021 Shares Taken by Winslow	FY2021 Shares Retained by IHS
	Program Activities	(1)	(2)	(3)	(4)	(5)	(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

Program Activities	FY2021 Recurring Base (1)	FY2021 Residual (Less) (2)	FY2021 Funding Base (3)	% of 1998 Total Users 253,822 (4)	Foot Notes (5)	FY2021 Total Shares (6)	FY2021 Shares Taken by Winslow (7)	FY2021 Shares Retained by IHS (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	154,850	0	154,850	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	154,850	0	154,850	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	154,850	0	154,850	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
Chirle/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
Chirle/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

Program Activities	FY2021 Recurring Base (1)	FY2021 Residual (Less) (2)	FY2021 Funding Base (3)	% of 1998 Total Users 253,822 (4)	FY2021 Total Shares (5)	FY2021 Shares Taken by Winslow (7)	FY2021 Shares Retained by IHS (8)
114 Injury Prevention							
Area & SU Projects	238,181	0	238,181	N/A		0	0
IP - NAO	122,093	0	122,093	N/A		0	0
IP - Ft Defiance	22,352	0	22,352	N/A		0	0
IP - Chinle	40,666	0	40,666	N/A		0	0
IP - Sage	12,101	0	12,101	N/A		0	0
IP - GIMC	48,477	0	48,477	N/A		0	0
IP - Crownpoint	24,324	0	24,324	N/A		0	0
IP - Winslow	24,151	0	24,151	N/A		0	0
subtotal	532,345	0	532,345			0	0
Total OEH	10,185,361	(928,210)	9,257,151			44,667	0
TOTALS	25,903,537	(5,373,539)	20,529,998			522,264	203,538
1) FY2021 - P/F (Program Formula) - \$25,000 available for each of 8-Service Units minus \$8,740 for Sage contract = \$16,260							
FY2023 - all recurring funds were subject to sequestrations and rescissions; 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	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$3,956,016				
0104 - Inter-Agency Agreements	<input type="checkbox"/> <input type="checkbox"/>	\$0				
0105 - Management Initiatives	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,049,512				
0106 - A.C.O.G. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$98,592	\$994	\$993		993
0107 - H.P./D.P. Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,484,867	\$18,101	\$18,101		18,101
0110 - N.E.C.I.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,107,951	\$11,175	\$11,175		11,175
0111 - Nurse Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,287,656	\$12,671	\$12,670		12,671
0112 - Nursing Costeps	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$648,528	\$6,541	\$6,540		6,541
0113 - Chief Clinical Consultant	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$277,340	\$2,798	\$2,798		2,798
0115 - Emergency Medical Svcs	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$465,222				
0117 - Traditional Advocacy Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$100,578				
0118 - Research Projects	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,283,252	\$12,878		12,878	
0119 - A.A.I.P. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$26,731	\$270	\$270		270
0120 - Clinical Support Center-Phoenix	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,744,883	\$18,621		18,621	
0121 - Costeps-Non Physicians	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$81,839	\$824		824	
0123 - Physician Residency	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$277,416	\$2,798	\$2,799		2,799
0124 - Recruitment/Retention	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,057,393	\$20,753		20,753	
0125 - U.S.U.H.S., etc.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,071,317	\$30,982	\$30,982		30,982
0126 - D.I.R. Support Fund	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$24,915,898	\$250,675	\$39,002	211,673	39,002
0127 - Evaluation	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,063,992	\$10,735	\$10,734		10,735
0128 - National Indian Health Board	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$459,114	\$4,599		4,599	
0129 - Albuquerque/HQ Administration	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$892,404	\$10,177		10,177	
0130 - Nutrition Training Center	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$345,053	\$3,762	\$3,762		3,762
0131 - Diabetes Program-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,295,589	\$13,620	\$13,589	31	13,589
0132 - Cancer Prevention-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$716,968	\$7,585	\$7,585		7,585
0133 - Health Records	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$136,277	\$1,083	\$1,085		1,085
0134 - AIDS Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$422,971				
0135 - Handicapped Children	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$346,083	\$3,669	\$3,669		3,669
0137 - National DIR Support-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$8,292,508	\$84,008	\$19,877	64,131	19,877
0154 - Prescription Drug Monitoring	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$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	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,505,120	\$27,227	\$27,227		27,227
0202 - IHS Dental Program - PgmFormula	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$5,269,192				
		\$7,774,312	\$27,227	\$27,227		

03-Mental Health	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0301 - Technical Assistance	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,542,507	\$15,691	\$15,691		15,691
0302 - C.M.I. Grants	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$628,310	\$6,311	\$6,311		6,311
0303 - National Conference	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$107,552	\$1,080	\$1,080		1,080
0305 - Technical Assistance - PgmFormula	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$0				
		<u>\$2,278,369</u>	<u>\$23,082</u>	<u>\$23,082</u>		

04-Alcohol/Sub. Abuse	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0401 - Clinical Advocacy	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,148,617				
0402 - Collaborative Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$848,033				
		<u>\$3,996,650</u>				

05-Purchased/Referred C	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0504 - PRC Reserve and Undistributed	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,377,832	\$32,511	\$32,511		32,511
		<u>\$3,377,832</u>	<u>\$32,511</u>	<u>\$32,511</u>		

06-Public Health Nursing	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0601 - Preventive Health Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$951,210				
		<u>\$951,210</u>				

07-Health Education	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0701 - IHS Health Education Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,133,793				
		<u>\$1,133,793</u>				

08-CHR	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
0801 - IHS CHR Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,412,266				
		<u>\$2,412,266</u>				

13-Direct Operations	TSA PF	Budget	Shares	Cntrd. Previously*	Retain	Contract
1301 - Direct Operations - Rockville	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$16,564,335	\$167,668	\$153,661	14,007	153,661
1302 - Direct Operations - Dental	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$0				
		<u>\$16,564,335</u>	<u>\$167,668</u>	<u>\$153,661</u>		

Other:

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

Retain Contract

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* 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

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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	FY 2021	FY 2021	Base Thru	Share Factor	FY 2020	FY 2021	FY 2021	FY 2021	Base Thru
		Actual	Avail 106a1	Negotiated			Actual	Av 106a	Calcu	Negot	
(a)	(b)	(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	0						
	4 Project M&I Tribally owned Facility	0	0	0	0						
	a Subtotal Non-base (26)	0	0	0	0						
	b Subtotal base (26)	0	0	0	0						
2100	Total M&I (26)	0	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	0						
	12 AO SFC Program Mgmt - Proj Related	0	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	0						
	b Subtotal Base (27)	0	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	0						
	b Subtotal Base (27)	288,757	288,757	0	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	0						
	32 Biomedical	0	0	0	0						
	33 AO FSA Support	0	0	0	0						
	34 AO Real Property Support	0	0	0	0						
	35 AO Biomedical Program	37,613	37,613	0	0						
	36 M&I Engineering Support	0	0	0	0						
	37 Other: otherFSA	0	0	0	0						
	Total FSA (28)	476,898	476,898	0	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	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		0	14,954	0	0	
2500	Equipment Replacement (01)	0	0	0	0						
	SubTotal (Non-Base)	476,898	476,898	0	0		0	4,674	0	0	
	SubTotal (Base Budget Pilot)	288,757	288,757	0	0		0	10,280	0	0	
	GRAND TOTAL	765,655	765,655	0	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.

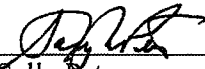
Section 5 – Effective Date. This Buyback Agreement shall become effective October 1, 2020.

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
Roselyn Tso
Area Director

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

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	=	<u>\$13,994</u>	per month
Total	=	<u>\$234,314</u>	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	<u>\$950</u>
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.

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				
Final CSC Reconciliation				
Check one box:		Winslow Indian Health Care Center Initial FY-2021 Funding Estimate October 1, 2020 through September 30, 2021 12 months		
FA Amendment		Number		
FA Cumulative Funding Report (CFR)		Initial Award		
Date Completed:		#		
Tribe/Tribal Organization (T/TO):		2.15.2021		
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	Startup and Pre-Award Need	0	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.3.b, Determination of Final Amount for Indirect CSC Need and Funding.
K	Less: Pass-throughs and Exclusions		0	The amount of pass-throughs 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.3)
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 6-3.2.E.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.
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.
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.

Notes 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 nor 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, GRSSC, 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**

 Digitally signed by Roselyn Tso
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)

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

SELF-GOVERNANCE FUNDING AGREEMENT

BETWEEN

UTAH NAVAJO HEALTH SYSTEM, INC.

AND

THE SECRETARY OF THE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FISCAL YEARS 2013 - 2017

Section 1 – Authority and Purpose. This Funding Agreement (“FA”) is executed by and between the Utah Navajo Health System, Inc. (“UNHS”), 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 UNHS and the IHS. Pursuant to the terms of this agreement, the UNHS is authorized to plan, conduct, consolidate, redesign, and administer the programs, services, functions and activities (“PSFAs”) identified in section 3 below, and in Attachment A. The attachments to this Funding Agreement, identified as Attachment A-F, 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 inherently Federal PSFAs. To the extent inherently Federal PSFAs are required by UNHS, UNHS will continue to benefit from inherently Federal 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 and the ISDEAA are unchanged by the Compact and FA, except to the extent the UNHS has assumed PSFAs under these agreements.

In addition, although funds are provided from IHS Headquarters and the IHS Navajo Area Office (“NAO”) in support of the Compact and this FA, the IHS will continue to make available to the UNHS, PSFAs from both the NAO and IHS Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this FA. IHS will notify UNHS with regard to any substantial changes affecting the availability or delivery of retained Headquarters or NAO PSFAs that have not been included in this FA. The IHS PSFAs for which the UNHS 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; IHS Headquarters, Area Office and Service Unit PSFAs and Tribal Shares. To the extent the UNHS has not compacted or been paid 100% of its Tribal Shares for PSFAs at IHS Headquarters, the Navajo Area Office ("NAO") or Navajo Area Service Units, the IHS retains for the UNHS all or portions of the IHS Headquarters, NAO, and Navajo Area Service Unit PSFAs. IHS Headquarters and NAO retained PSFAs and tribal shares are shown on Attachments C-D.

(c) Other IHS Responsibilities. Unless funds are specifically provided by IHS under this FA, IHS retains all PSFAs and the UNHS will not be denied access to, or associated services from, IHS Headquarters or NAIHS. Specifically, the UNHS 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 UNHS shall have access to training, continuing education, and technical assistance in the manner and to the same extent the UNHS would have received such services if it were not participating in Self-Governance.

(2) Northern Navajo Medical Center and Chinle Comprehensive Health Care Facility. Without intending any limitation on UNHS patients' eligibility at any IHS or IHS-funded facility, the Northern Navajo Medical Center and the Chinle Comprehensive Health Care Facility will continue to serve as referral centers for UNHS patients.

(3) Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. The UNHS 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 extend such rights and the IHS has agreed to extend such rights to the UNHS. The UNHS's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

(4) HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for retained IHS health care component activities. The UNHS is also responsible for complying with HIPAA. IHS and the UNHS will share patient information consistent with the patient treatment, payment and health care operations exceptions to HIPAA privacy rules.

(5) Requests for Information. Any information requested by UNHS 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.

(6) **Project TransAm.** UNHS 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. §§ 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, 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. § 458aaa-6(a)(2) and 42 C.F.R. §§ 137.255-.265.

Section 3 – Obligations and Authorities of the UNHS. Pursuant to this FA, the UNHS will administer the PSFAs identified in Section 4 [UNHS 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 UNHS 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 – UNHS Programs, Services, Functions and Activities.

(a) **Programs, Services, Functions and Activities.** Subject to the availability of funding, UNHS will administer and provide the PSFAs identified in Attachment A to this FA. UNHS 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 UNHS 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 Indian Health Care Improvement Act, as amended ("IHCIA"), the descriptions and definitions in the IHCIA shall prevail unless they conflict with the ISDEAA and the Snyder Act, 25 U.S.C. § 13.

(b) **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 UNHS'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. § 458aaa-5(e), pursuant to 25 U.S.C. § 458aaa-4 and Article III, Section 5 [Reallocation, Redesign, and Consolidation] and 6 [Consolidation with Other Programs] of the Compact.

(c) **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. § 458aaa-7(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 PSFAs described in Section 4(a) [UNHS PSFAs].

(d) **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.

(e) **Facilities and Locations.** The UNHS provides the PSFAs described in this FA at facilities within the UNHS Service Area ("UNHS Service Area" or "UNHS service delivery area"), including but not limited to the Montezuma Creek Clinic, Utah; the Blanding Family Practice Clinic and the Blue Mountain Hospital, Blanding, Utah; Monument Valley Clinic, Utah; and Navajo Mountain Clinic, Utah, and the Bluff Senior Citizens Center Clinic. The UNHS may provide services outside the service delivery area in support of the PSFAs carried out under this FA.

(f) **Health Status Reports.** The UNHS 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. § 458aaa-6. Any such reporting shall impose minimal burdens on the UNHS and shall be in compliance with requirements promulgated pursuant to 25 U.S.C. § 458aaa-16 and incorporated into this FA by mutual agreement of the UNHS and the Secretary in accordance with 42 C.F.R. § 137.200-202.

(g) **Services to Non-Beneficiaries.** Services may be provided by UNHS to otherwise ineligible persons who may be served pursuant to Section 813 of the IHCIA, as amended, and other applicable law.

Section 5 – Funding Available

To carry out the PSFAs described in Section 4 of this FA, the UNHS has reallocated funding as the UNHS deemed necessary into its consolidated UNHS budget. The funds made available to the UNHS pursuant to the Compact and Title V of the Act are subject to reductions only in accordance with 25 U.S.C. § 458aaa-7(d) and 25 U.S.C. § 450j-1.

(a) **FY 2013 Funding Amounts.** Under this FA, IHS agrees to make available in FY 2013 the amounts identified in Attachments B – D, and F. For FY 2013, the FY 2012 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 UNHS in 2013 will be the total of the final reconciled 2013 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 B, the funding identified in Attachment B is to be provided

to the UNHS as an annual stable base funding amount for the funding period beginning the effective date of this FA and continuing through September 30, 2013. For subsequent fiscal years (covered by this FA), the 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 retrocession or reassumption. Pursuant to 42 C.F.R. §§ 137.120 -.125, the funding identified as the UNHS'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 UNHS from including additional PSFAs, and associated funds, not previously assumed by the UNHS. The UNHS is eligible for, on the same basis as other tribes, service increases, mandates, population growth, health services priorities system funds, and any other new funding for which the UNHS is eligible.

(c) Funding Not in Stable Base Funding. Funding for PSFAs assumed by the UNHS, which is not included in the stable base funding, shall be provided to the UNHS and expended in accordance with applicable federal law. In addition, the UNHS 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 B, year end, and other increases in or new resources for which the UNHS is eligible.

(d) Contract Support Costs.

Continuing PSFAs. The parties agree that the CSC funding under this FA for PSFAs previously transferred to UNHS will be calculated and paid in accordance with Sections 508, 519(b) and 106 of the Act; IHS CSC Policy (Indian Health Manual – Part 6, Chapter 3; and any statutory restrictions imposed by Congress. In accordance with these authorities and available appropriations for CSC, the parties agree that under this FA, the UNHS will receive direct CSC and indirect CSC in the amounts set forth in Attachment B. These amounts were determined based upon negotiations for indirect-type costs with the UNHS and the FY 2012 IHS CSC appropriation and may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in CSC need and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA. Nothing in this provision shall be construed to waive either (1) any statutory claim that UNHS may assert it is entitled to under the ISDEAA, or (2) any rights under the Navajo Nation Compact.

(e) Allocation of Resources.

(1) General. Funding for UNHS' initial ISDEAA Title I contract was based on funding amounts in IHS contract # 245-01-0049. To this initial amount, additional funding was added for Navajo Mountain and Monument Valley in subsequent years. Funding was provided under UNHS' initial (FY 2011 (partial) – 2012) Self-Governance FA based on the

amounts in UNHS's Title I AFAs. Funding is provided under this FA based on the amounts in UNHS's FY 2011-2012 FA, and subject to reconciliation and adjustment as identified in Section 5(g)(1) of this FA. The parties to this Agreement anticipate that the funding will be adjusted by subsequent amendment to this FA as the parties analyze and further negotiate the PSFAs and the associated funding for which UNHS is responsible for under this FA, and the associated funding.

(2) **Area Office and Headquarters Tribal Shares.** Funding for NAO and IHS Headquarters tribal shares provided to UNHS in this FA is based on FY 1998 user population.

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

(f) **Statutorily Mandated Grants.** In accordance with 25 U.S.C. § 458aaa-4(b)(2) and implementing regulations, the parties agree that the IHS/Secretary will add any statutorily mandated grant(s) awarded through IHS to the UNHS, to this FA after these grants have been awarded. Grant funds will be paid to the UNHS as a lump sum advance payment through the PMS grants payment system. The UNHS will use interest earned on such funds to enhance the statutorily mandated grant program, including allowable administrative costs. The UNHS 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 UNHS.**

(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 FY 2012 and FY 2013-17 based on the final appropriations for each year. IHS will provide sufficient documentation and work with UNHS to reconcile the amounts due under this FA to the amounts actually received by UNHS.

(2) **Other Headquarters Resources.** In addition to the amounts otherwise provided, UNHS 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 fourth quarter of each fiscal year, including but not limited to, the IHS Headquarters Management Initiatives and Director's Emergency Fund line items, (1) where the UNHS'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 UNHS.

(3) **Other Navajo Area Managed Funds.** In addition to the amounts otherwise provided, the UNHS 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 UNHS 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 UNHS in the future to the same extent as they have historically been provided consistent with applicable law and funding formulas agreed to by UNHS 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 UNHS in this FA shall be adjusted as necessary, and the UNHS shall be notified of such action, subject to any rights which the UNHS may have under this FA, the Compact, or applicable federal law.

(h) FY 2013 - 17 Funding Amounts. It is the parties' intent that this FA be a multi-year FA covering fiscal years 2013 - 2017. For FY 2014 - 2017, 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 UNHS, and the funding to be provided by IHS for those PSFAs, in FY 2014 - 17. For each fiscal year covered by this FA, as the parties reach agreement on updated FA tables, the updated tables will be incorporated into and will supersede the prior fiscal year FA tables.

(i) Consolidation of Contract and Previous Funding Agreements. The contract listed below and all previous AFAs shall be modified or terminated, as appropriate, and consolidated into the compact as provided in Article 3, Section 4 of the compact.

Title I, P.L. 93-638 Contract Number: HHSI24520110005C

(j) Reconciliation. For the term of this FA, reconciliations will be held between UNHS and IHS on an annual basis, or more often if needed. The parties agree that they will transfer any funds due the other party in a timely manner. The parties will review funding formulas on an annual basis as information becomes available.

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, as permitted by law, or as provided in section 6(b) [Periodic Payments] or otherwise in this FA. The UNHS shall be paid 100% of the funding amount due to UNHS under section 5 for Fiscal Years 2013 - 17 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 2013 - 17, respectively, 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 UNHS, in accordance with Article II, Section 5 [Payment] of the Compact.

(b) Periodic Payments. Payment of funds otherwise due to the UNHS under this FA, which are added or identified after the initial payment is made, shall be made promptly to the UNHS 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 Gallup Regional Supply Service Center (“GRSSC”), Prime Vendor Contract, and Use of General Services Administration (“GSA”) Vehicles.

(a) GRSSC and Prime Vendor Contract. In accordance with 25 U.S.C. § 458aaa-7(e) and 458aaa-15(a), at its option, the UNHS may have access to pharmaceuticals and supplies through the GRSSC or its successor. The terms and conditions for UNHS’ use and access to the GRSSC and Prime Vendor Contract shall be as set out in the agreement between the parties.

(b) GSA Vehicles. UNHS 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 of this Funding Agreement.

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

(b) Due to New or Additional PSFAs and Associated Funding. Should the UNHS determine that it wishes to provide a PSFA for which funding has been retained by IHS and which is not included in this FA, the IHS and the UNHS shall negotiate an amendment to this FA to incorporate the new PSFA(s) and associated funding.

(c) Due to Availability of Additional Funding. The UNHS 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 UNHS.

- (1) **Funding Increases.** Written consent of the UNHS shall be required for issuing amendments, 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; and Routine Maintenance and Improvement.
- (3) Within two weeks after any increase in funding provided under subsection 8 (c)(2), the IHS shall provide the UNHS 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 UNHS 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. § 458 aaa-4(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 UNHS and Secretary, or on another date mutually agreed upon. As provided in 25 U.S.C. § 458 aaa-4(e), subsequent FAs will become retroactive to the end of the term of the preceding FA. Any increases in funding to which the UNHS is entitled by statute, or increases which the UNHS subsequently negotiates, shall be included in the subsequent FA retroactive to the end of the term of the preceding FA.

(b) **User Population.** As of Fiscal Year 2010, the IHS has verified the UNHS user population through 2010 as follows: Shiprock SU, including the Four Corners Health Center – 6,989/53,685 (13%); Kayenta SU – 3,682/18,649 (19.7%); NAIHS – 10,671/246,000 (4.3%). The parties will continue to work together to reconcile UNHS' 2011 user population with the Navajo Area Office and the National Data Warehouse.

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. § 458 aaa-15(b), the UNHS 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. § 450b(e) (definition of “Indian tribe”);
- (b) 25 U.S.C. § 450h(b) (related to grants);
- (c) 25 U.S.C. § 450h(d) (duty of Secretary to provide technical assistance);
- (d) 25 U.S.C. § 450j(a)(1) (relating to contracting or cooperative agreement laws);
- (e) 25 U.S.C. § 450j(o) (relating to patient records);
- (f) 25 U.S.C. § 450l(c), section 1(b)(8)(A) (access to reasonably divisible property);
- (g) 25 U.S.C. § 450l(c), section 1(b)(8)(C) (joint use agreements);
- (h) 25 U.S.C. § 450l(c), section 1(b)(8)(D) (acquisition of property);
- (i) 25 U.S.C. § 450l(c), section 1(b)(8)(E) (confiscated or excess property);
- (j) 25 U.S.C. § 450l(c), section 1(b)(F) (screener identification);
- (k) 25 U.S.C. § 450l(c), section 1(b)(9) (availability of funds);
- (l) 25 U.S.C. § 450l(c), section 1(d)(1)(B)(1) (construction of contract);
- (m) 25 U.S.C. § 450l(c), section 1(d)(1)(B)(2) (good faith);
- (n) 25 U.S.C. § 450l(c), section 1(d)(1)(B)(3) (programs retained);
- (o) 25 U.S.C. § 450l(c), section 1(f)(2)(B) (incorporation by reference); and
- (p) 25 U.S.C. § 450m-1, (judicial and administrative remedies).

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

The UNHS 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 UNHS’s authority to implement other provisions of the IHCA Reauthorization, notwithstanding anything to the contrary in the Navajo Nation Health Compact, and in addition to other PSFA’s already provided for in the Navajo Nation Health Compact and FA, or redesigns thereof, the UNHS 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 October 1, 2012 and shall extend through September 30, 2017, 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].

Utah Navajo Health System, Inc.

By: 
Wilfred Jones
President, Board of Directors

Date: 06/07/12

United States of America

By: 
for Director, Indian Health Service

Date: 8-24-12

Attachments:

- A UNHS FY 2013-17 PSFAs Provided by UNHS
- B Self-Governance FA Funding Table
- B-1 Montezuma Creek FY 2013 Base Funding Amount
- B-2 Navajo Mountain FY 2013 Base Funding Amount
- B-3 Monument Valley FY 2013 Base Funding Amount
- C-1 Montezuma Creek FY 2013 Area Office Shares
- C-1a Montezuma Creek FY 2013 Area Wide Reserve Shares
- C-2 Navajo Mountain FY 2013 Area Office Shares
- C-2a Navajo Mountain FY 2013 Area Wide Reserve Shares
- C-3 Monument Valley FY 2013 Area Office Shares
- C-3a Monument Valley FY 2013 Area Wide Reserve Shares
- D-1 Montezuma Creek FY 2013 HQ Shares
- D-2 Navajo Mountain FY 2013 HQ Shares
- D-3 Monument Valley FY 2013 HQ Shares
- E Navajo Area IHS Title I Residual Plan
- F UNHS Contract Support Costs, FY 2013

UTAH NAVAJO HEALTH SYSTEM, INC.**PROGRAMS, SERVICES, FUNCTIONS, AND ACTIVITIES PROVIDED BY
UTAH NAVAJO HEALTH SYSTEM, INC.****FY 2013 - 2017**

The Utah Navajo Health System, Inc. (UNHS) agrees to administer, provide and be responsible for the programs, functions, services and activities (PFSAs) identified below in accordance with the Self-Governance Compact and this Funding Agreement (FA). UNHS provides services in communities located on the Utah (UT) portion of the Navajo Nation (UNHS Service Area), which includes Montezuma Creek, UT; Aneth, UT; Bluff, UT; Mexican Hat, UT; Monument Valley, UT; Oljato, UT; Dennehotso, UT; Navajo Mountain, UT and AZ; Teec Nos Pos, UT; Red Mesa, UT; Hatch, UT; Ismay, UT; and Blanding, UT (a checkerboard area north of the main Navajo Reservation). Services may be provided in other communities as needed at the request, by resolution, of that community and upon approval of the UNHS Board of Directors, as funding is available.

UNHS provides comprehensive primary and preventative medical, dental and mental health services in a culturally appropriate and sensitive manner with a family oriented focus to serve the populations of the UNHS Service Area. This includes translation and/or Navajo/English bilingual access for all patients receiving any and all services at the clinic. The following services are provided directly by UNHS staff: preventative and primary health services, acute and chronic care services, pre-natal and OB/GYN care, emergency care and stabilization on and offsite by UNHS Staff; referrals and admits for hospitalization and specialty care by UNHS staff, health care in skilled nursing facilities, inpatient care by UNHS staff, preventative dental services as well as dental treatment modalities, health education, radiology including on-site x-ray, ultrasound, mammography exams and interpretations and bone densitometry, on-site laboratory, on-site pharmacy, outreach, diabetes care and education including community education and outreach, case management, Public Health Nursing and referrals to other medical and social service agencies.

Services may be provided onsite in UNHS clinics or in locations other than UNHS facilities. UNHS's budget categories consolidate PFSAs, regardless of funding source, as follows:

- A. Dental Program: Provides dental services, including, but not limited to all dental treatment modalities including prosthodontics and services to increase dental health and decrease the incidence of dental disease.
- B. Optometry Program: Provides optometry services, including, but not limited to dilated fundus exams for high risk patients and retinal eye examinations.
- C. Behavioral Health/Substance Abuse: Provides outpatient counseling and psychiatric services to individuals, groups and families incorporating traditional Navajo concepts, values and traditions. Behavioral Health services include, but are not limited to crisis counseling, mental health evaluations, ongoing counseling services, psychological

testing, consultation with providers, safe home, domestic violence counseling and child abuse counseling, and substance abuse prevention and treatment activities.

- D. Community Injury Prevention: Provides injury prevention training programs in various service area locales. Services include, but are not limited to car seat program, swimming lessons, water safety and community CPR training.
- E. Public Health Nursing: Provides nursing services, including, but not limited to, women's, children's and family services, community safety, immunizations and high risk patient follow up, except in Monument Valley and Navajo Mountain communities.
- F. Emergency Medical Services: Provides EMS services including, but not limited to assisting local EMS programs in the delivery of first responder care, serves as treatment facility for EMS calls and assists in EMS training programs. Provides emergency care for extended hours and UNHS staff provides some emergency care services in offsite facilities utilized by UNHS patients as a requirement for hospital privileges.
- G. Women's Health: Provides services, including, but not limited to comprehensive obstetrical and gynecological care. Includes obstetrical services and delivery, pre and postnatal care, C-section; diagnosis treatment of disease, maternal and newborn care and emergency surgical procedures for obstetrical patients to include inpatient daily follow-up care as needed.
- H. Tribal Management: Provides the administration of all PSFAs of UNHS's programs.
- I. Administrative Services: Includes, but is not limited to developing, interpreting, coordinating and administering the UNHS Board of Directors (Board) approved policies on personnel, finance, accounting, contracting, payroll, insurance, data processing, internal controls, auditing, materials management, and compliance activities. Numerous specific PSFAs listed below are closely related to, or part of, administrative services.
- J. Executive Direction: Includes, but is not limited to, program planning, including both strategic and operational planning; financial management, personnel management and ensuring that the Executive Direction meets or exceeds the requirements of regulatory programs. Includes medical, dental and behavioral health staff office functions including but not limited to credentialing, privileging, committee support and functions related to regulatory requirements. Includes governance activities of the Board.
- K. Nursing Administration: Includes, but is not limited to, providing leadership, direction and guidance in coordination with the UNHS executive team and facilitating use of Continuous Quality Improvement.
- L. Reception: Includes, but is not limited to, providing expertise and assistance in determining patient eligibility and technical resources for point of service reception process; assisting patients and their families in completing required applications for third party/alternative resources for which patients may be eligible.

- M. Financial Management: Includes, but is not limited to, organizing, coordinating and executing budget and financial operations and coordinating efforts with other finance personnel and finance related systems.
- N. Grants and Awards Management and Planning: Includes, but is not limited to, proposal research, development and preparation and grant management and monitoring functions related to any grants and contracts UNHS may have.
- O. Business Office: Includes, but is not limited to, collecting data on reimbursable expenses incurred by patients and clients, generating bills for collection from other payors (primarily Medicare and Medicaid and private insurance), conducting utilization review, and insurance verification and collection activities.
- P. Public Relations: Includes, but is not limited to, responding to media calls coming to UNHS administration and programs, preparing material and information for public distribution and display and providing technical assistance for graphical presentations and displays. Also coordinates activities such as staff meetings, employee and family events and other special events relating to UNHS' health care programs.
- Q. Human Resources: Includes, but is not limited to, staffing, recruitment and retention, job classification, pay and benefits administration, training and development, employee relations, administering and implementing policies and procedures related to direct hire; maintaining appropriate personnel records; and managing hiring and employment processes according to NPEA Laws.
- R. Telecommunications, Information and Technology Services: Includes, but is not limited to, almost all aspects of technical (computerized) and non-technical (paper) information management. Information and technology services provides support function for hardware, software, applications development, telecommunications, biomedical devices and management, non-technical health information, overall systems and operations management and senior leadership level information management and strategic planning.
- S. Health Information Services ("Medical Records"): Includes, but is not limited to, maintaining a medical, dental and/or behavioral health record for all patients seen in any location. Other services include, but are not limited to, record storage and retrieval, review and analysis of medical records, transcriptions, coding and managing release of medical information. Records are kept in accordance with federal and state regulations.
- T. Property and Supply: In coordination with UNHS staff, this function includes, but is not limited to, the Material Management function. Material Management (Property and Supply) range from management and distribution of supplies, equipment and mail, to overseeing numerous rental and maintenance contracts, to inventory control of equipment assets.

- U. Housekeeping: In coordination with UNHS staff, this function includes, but is not limited to, the provision of (a) routine cleaning of facility surfaces in patient care and non-patient care areas, (b) unscheduled and/or emergency housekeeping services that are considered necessary for reasons of health, safety or patient care (spills, etc.); and (c) assisting the various department managers with their responsibility to monitor the facilities' interior for areas needing repair and reporting of same.
- V. Quality Resources: In coordination with UNHS staff, this function includes, but is not limited to, providing education, coordination and support in the areas of Continuous Quality Improvement, risk management, corporate compliance, medical cost recovery and issues relating to complying with certifying and regulatory agencies; providing, through Risk Management, legal research, processing subpoenas, coordinating depositions, managing tort claim cases, investigating sentinel events and recovering medical care costs for patients involved in accidents where a third party is liable; coordinating a corporate compliance program that ensures compliance with federal and state laws, rules and regulations.
- W. Safety and Environmental Services: This function includes, but is not limited to, safety management programs; hazard surveillance monitoring, hazardous materials and waste, bioterrorism preparedness and training; and activities involved in accreditation surveys and OSHA inspections.
- X. Biomedical Services: In coordination with UNHS staff, this function includes, but is not limited to, assuring the safe use of functional equipment in diagnosis and treatment of patients through a comprehensive management program. Services may also be provided in other locations.
- Y. Physical Therapy: A comprehensive physical therapy program is provided. Services include, but are not limited to, physical and neurological evaluation and treatment, hydrotherapy, ultrasound; occupational therapy, speech therapy, rehabilitative medicine services, self-care education and coordination with other patient service centers.
- Z. Pharmacy: In coordination with UNHS staff, the comprehensive pharmaceutical care includes, but is not limited to, recommending therapies, dispensing medications and monitoring of medication treatment plans to assure appropriate, safe, cost effective therapies and to provide patients with information regarding their treatment to assure compliance and mitigate potential side effects.
- AA. Radiology: Comprehensive radiological services are provided. This includes, but is not limited to, a wide range of diagnostic, interpretive and consultative services including general radiology, ultrasound, mammography and bone densitometry and interpretation services. Services may also be provided in other locations through teleradiography.
- BB. Laboratory: A full range of laboratory services are provided. These include, but are not limited to, specimen collection, specimen handling, diagnostic testing and clinical interpretation.

- CC. Podiatry: Includes, but is not limited to, providing comprehensive podiatric care to pediatric, adult and geriatric patients on a scheduled basis, and nerve conduction testing.
- DD. Diabetes Program: This program includes primary, secondary and tertiary prevention components that include, but are not limited to presenting educational and training programs targeting Native beneficiaries, holding diabetes screening clinics in the communities, developing tracking systems and methods of notifying high risk and diabetic patients to visit the clinic regularly for follow-up, conducting foot and eye clinics for diabetic patients, conducting community outreach and education activities including, but not limited to aerobics classes, organizing and conducting fun runs, and diabetes curriculum development; and gathering and reporting data related to diabetes.
- EE. Health Promotion and Disease Prevention (HPDP): In coordination with UNHS staff, this function includes, but is not limited to, the development and implementation of patient education support services and providing educational and community outreach programs including but not limited to youth and adult physical fitness and recreation activities and special activities to promote wellness and compliance with rehabilitative and disease prevention program.
- FF. Audiology: Includes, but is not limited to, providing audiological care to pediatric, adult and geriatric patients on a scheduled basis. Hearing aids are available on a limited basis.
- GG. Facilities Management: Includes, but is not limited to, performance of maintenance and improvement activities and management of contracting activities for facility construction and renovation.
- HH. Telehealth: UNHS participates in the Utah Telehealth Network (UTN) which supports telemedicine services, including, but not limited to radiology, speech therapy and continuing medical education.
- II. Telemedicine information transmission diagnosis and treatment recommendations: including but not limited to development of treatment plans and prescribing appropriate medications through polycom telecommunications, on site echo cardiography and retinal eye exams.
- JJ. Planning. Planning to meet health care needs for Utah-Navajo communities for services and facilities, including evaluation of needs, feasibility studies, and developing financial resources for facilities, equipment and operations.
- KK. Contract Health Services: UNHS administers a Contract Health Service (CHS) program. CHS will be provided for IHS CHS eligible patients referred by UNHS. At UNHS' election, NAIHS retains CHS funding for renal dialysis for patients from UNHS' Service Area.

- LL. Other Programs: UNHS may, from time to time, provide and/or add additional health care programs not listed above, as authorized under the ISDA.
- MM Tribal Relations, Coordination, and Advocacy. Participate in all levels of Tribal Government as required to advocate for health care, to report to Navajo Nation on contract and contract performance, to coordinate programs and activities with Tribal and IHS programs, and to advocate for improved health care and services within the Navajo Nation.
- NN Care for patients in a hospice setting: including input in hospice patient management and care planning, except for the Navajo Mountain community.
- OO. Transportation Services: Provides transportation services for UNHS patients to receive care at UNHS's facilities or to transport them to other sites in order to receive care through direct or contract health service funding.
- PP. Durable Medical Equipment: Provides Durable Medical Equipment as necessary. Initiate contracts for payment for such service with all third party payors.
- QQ. Home Health Services: Including but not limited to, nursing care for medical conditions as requested by physicians through referrals, hospital releases, case management request, etc. Additional Home Health Services may include, but are not limited to Home Health Aide assistance programs and other services as needed.
- RR. Procurement Management and Planning: Includes, but is not limited to, proposal research, development, preparation and management of procurement instruments, including the monitoring functions related to such instruments as UNHS may have.
- SS. Environmental Health Services: Provides technical assistance on environmental health issues including consults with operators of institutional facilities, including but not limited to institutional environmental health surveys of Head Start programs by a Registered Sanitarian, vector control consultation, rabies vaccination program for domestic animals, and field investigation of environmentally related diseases (Hantavirus Pulmonary Syndrome, West Nile Virus, plague, food borne outbreaks, etc.).
- TT. Inpatient Care and Treatment Services: Including daily rounds; patient care orders; medications; admissions and discharges.
- UU. Surgery Services: Including procedures and assisting as necessary and approved by privileges and credentials.

FOR FY 2013 NEGOTIATIONS

SELF-GOVERNANCE FA TABLE

FA #: 63G110105

Attachment B

Tribe: Utah Navajo Health System, Inc

(Includes Montezuma Creek/Navajo Mtn/Monument Valley Clinics)

(Includes Montezuma Creek/Navajo Mtn/Monument Valley Units)												
SUB-SUB ACTIVITY	PROGRAM			AREA			HEADQUARTERS			TOTALS		
	FA Amount	Retained Services	Pgm Total Amount to Be Rec'd	FA Amount	Retained Services	Area Total Amount to Be Rec'd	FA Amount	Retained Services	HQ Total Amount to Be Rec'd	FA Amount	Retained Services	FA Total Amount to Be Rec'd
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
(1) Hospitals & Clinics	3,394,679	0	3,394,679	299,761	0	299,761	255,410	(2,486)	252,924	3,949,850	(2,486)	3,947,364
(2) Dental	53,008	0	53,008	27,037	0	27,037	7,042	0	7,042	87,087	0	87,087
(3) Mental Health	35,721	0	35,721	0	0	0	12,242	0	12,242	47,963	0	47,963
(4) Alcohol & Subst Abuse	5,298	0	5,298	10,863	0	10,863	0	0	0	16,161	0	16,161
(5) Public Health Nursing	0	0	0	0	0	0	0	0	0	0	0	0
(6) Health Education	0	0	0	0	0	0	0	0	0	0	0	0
(7) Community Health Reps.	0	0	0	0	0	0	0	0	0	0	0	0
(8) Immunization AK	0	0	0	0	0	0	0	0	0	0	0	0
(9) Direct Operations	0	0	0	54,931	0	54,931	89,916	0	89,916	144,847	0	144,847
(10) Contr Supp Costs-Direct	1,604,825	0	1,604,825	0	0	0	0	0	0	1,604,825	0	1,604,825
(11) Contr Supp Costs-Indirect	1,506,512	0	1,506,512	0	0	0	0	0	0	1,506,512	0	1,506,512
(12) Self-Governance	0	0	0	0	0	0	0	0	0	0	0	0
(13) Total, Services	6,600,043	0	6,600,043	392,592	0	392,592	364,610	(2,486)	362,124	7,357,245	(2,486)	7,354,759
(14) Contract Health Services	2,794,457	0	2,794,457	39,277	0	39,277	14,958	0	14,958	2,848,692	0	2,848,692
(15) Total, No-year Services	2,794,457	0	2,794,457	39,277	0	39,277	14,958	0	14,958	2,848,692	0	2,848,692
(16) Environ Hlth Support	0	0	0	69,939	0	69,939	3,812	0	3,812	73,751	0	73,751
(17) Facilities Support	0	0	0	0	0	0	0	0	0	0	0	0
(18) OEHE Support	0	0	0	0	0	0	0	0	0	0	0	0
(19) Maint & Improvement	0	0	0	0	0	0	0	0	0	0	0	0
(20) Equipment	0	0	0	0	0	0	0	0	0	0	0	0
(21) Total, Indian Hlth Facil	0	0	0	69,939	0	69,939	3,812	0	3,812	73,751	0	73,751
(22) GRAND TOTAL, FA	9,394,500	0	9,394,500	501,808	0	501,808	383,380	(2,486)	380,894	10,279,688	(2,486)	10,277,202

Note: Adjustment made to reflect FY 2013 Table 4F

All amounts reflect FY 2012 appropriations and these amounts will be adjusted based upon the enacted FY 2013 appropriations.

APPROVED:

Director, Financial Management Branch-Navajo Area IHS

DATE:

07/18/2012

DRAFT

Table 4F

DRAFT

Estimated Area and Headquarters Facilities Appropriation Funds for FY 2013 SD/SG Negotiations

Current Funds Manager: NV, MONTEZUMA CREEK
 Possible SG Tribe or Org: Navajo Tribe - Navajo Utah
 Tribes Served: Navajo
 Comments:

Serv Type: T5
 For Fiscal Year: 2013

HQ Line #	Activity Description	AREA				HEADQUARTERS - Facilities Appropriation						
		FY2012	FY2013	FY2013	Base Thru	Share Factor	FY2012	FY2013	FY2013	FY2013	Base Thru	
		Actual	Avail106a1	Negotiated			Actual	Av 106a	Calcul	Negot		
(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							
	2 Routine M&I Tribally owned Facility		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							
	14 AO SFC Program Management-Non-project Related		0	0	0							
	15 Other:		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)						0.0545	0	0	0	0	
	d Subtotal HQ-OEHE Support -SFC Base (29)							0	0	0	0	
2401	Total HQ-OEHE Support - SFC Related (29)							0	0	0	0	
	16 Environ Health Services - Basic Program		0	57,182	0							
	17 Environ Health Services - Institutional Hlth		0	0	0							
	18 Environ Health Services - Injury Prevention		0	12,767	0							
	19 AO Environmental Health Services Support		0	0	0							
	20 Other:		0	0	0							
	a Subtotal Non-Base (27)		0	69,939	0							
	b Subtotal Base (27)		0	0	0							
	c Subtot HQ-OEHE Support EHS Non-Base (29)						0.0545	0	3,812	0	0	
	d Subtotal HQ-OEHE Support EHS Base (29)							0	0	0	0	0
2402	Total HQ-OEHE Support - EHS Related (29)							0	3,812	0	0	
	Facilities Support Account (FSA)											
	31 Service Unit Operations		0	0	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		0	0	0							
	36 M&I Engineering Support		0	0	0							
	37 Other:		0	0	0							
	Total FSA (28)		0	0	0							
2403	HQ Facilities and Real Property Support											
	a Total HQ - OEHE Support - FSA Related (29)						0.0149	0	0	0	0	
	b HQ Real Property(based on net # of bldgs transferred to tribe) (29)			0	0		236.40	0	0	0	0	
2404	Facilities Planning and Construction Support						Available with line 2300					
2405	Engineering Services Support											
	a M&I Contracting Services (29)						0.0088	0	0	0	0	
	b New Health Care Facilities (29)						Available with line 2300					
2400	TOTAL Facilities and Environ Support (29)		0	69,939	0			0	3,812	0	0	
2500	Equipment Replacement (01)		0	0	0							
	SubTotal (Non-Base)		0	69,939	0			0	3,812	0	0	
	SubTotal (Base Budget Pilot)		0	0	0			0	0	0	0	
	GRAND TOTAL		0	69,939	0			0	3,812	0	0	
d:ver:h												

Table #4
HQ PFSA's FOR FY 2012 TSA and Program Formula Lines
TSA and Program Formula Lines, \$ In Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule
Based on FY 2011 Appropriations

	TSA	PF	\$ in	SHIPROCK'S	UNHS	Shares	HQE Shares taken	Retained by IHS &
MONTEZUMA CREEK (UTAH NAVAJO)			HQ Shares	Allocable	% SU's	Available	by UNHS & Less	Less Rescission
			Pool	Shares	User Pop.	(4)	Rescission (.0016)	(.0016)
			(1)	(2)	(3)	(4)	(5)	(6)
			\$60,029,165	\$1,572,298		\$162,345	\$160,507	\$1,577
Hospitals & Clinics								
101 Emergency Fund	X		4,141,376	0	10.84%		0	0
105 Management Initiatives	X		2,144,702	0	10.84%		0	0
106 A.C.O.G. Contract			102,749	3,149	10.84%	341	340	0
107 H.P./D.P. Initiatives	X		4,691,706	57,184	10.84%	6,199	6,189	0
110 N.E.C.I.	X		1,154,300	35,410	10.84%	3,838	3,832	0
111 Nurse Initiatives	X		1,336,319	39,994	10.84%	4,335	4,328	0
112 Nursing Costops	X		673,039	20,645	10.84%	2,238	2,234	0
113 Chief Clinical Consultant	X		289,041	8,868	10.84%	961	959	0
118 Research Projects	X		1,332,873	40,682	10.84%	N/A	0	0
119 A.A.I.P. Contract	X		27,859	855	10.84%	93	93	0
120 Clinical Support Center-Phoenix	X		1,805,135	58,588	10.84%	6,341	6,341	0
121 Costops-Non Physicians	X		84,792	2,598	10.84%	282	282	0
123 Physician Residency	X		287,421	8,818	10.84%	956	954	0
124 Recruitment/Retention	X		2,176,692	66,777	10.84%	7,239	7,227	0
125 U.S.U.H.S., etc.	X		3,182,082	97,625	10.84%	10,583	10,566	0
126 D.I.R. Support Fund	X		22,494,664	690,243	10.84%	74,822	74,702	0
127 Evaluation	X		1,107,347	33,977	10.84%	N/A	0	0
128 National Indian Health Board	X		478,485	14,580	10.84%	1,580	0	1,577
129 Albug/HQ Administration	X		928,174	32,193	10.84%	3,490	3,484	0
130 Nutrition Training Center	X		359,610	11,926	10.84%	1,293	1,291	0
131 Diabetes Program-Albug HQ	X		1,340,034	42,846	10.84%	4,845	4,838	0
132 Cancer Prevention-Albug HQ	X		745,971	24,001	10.84%	2,602	2,598	0
133 Health Records	X		142,025	3,435	10.84%	372	371	0
135 Handicapped Children	X		360,403	11,621	10.84%	1,260	1,258	0
137 National DIR Support-Albug HQ	X		8,642,366	266,283	10.84%	28,865	28,819	0
Dental Health								
201 IHS Dental Program	X		1,061,547	\$41,288		4,476	\$4,469	\$0
			1,061,547	41,288	10.84%	4,476	4,469	0

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 Original Date: 10/17/2011
 Last Revision: 4/24/2012

ATTACHMENT D-1

Table #4
HQ PFSA's FOR FY 2012 TSA and Program Formula Lines
TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule
Based on FY 2011 Appropriations

	TSA	PF	\$ In Pool	SHIPROCK'S Allocable Shares	UNHS % SUs User Pop.	Shares Available	HQE Shares taken by UNHS & Less Rescission (.0016)	Retained by IHS & Less Rescission (.0016)
MONTEZUMA CREEK (UTAH NAVAJO)			(1)	(2)	(3)	(4)	(5)	(6)
Mental Health								
301 Technical Assistance			2,319,860	\$71,777		\$7,781	\$7,769	\$0
302 C.M.I. Grants	X		1,562,661	48,550	10.84%	5,263	5,255	0
303 National Conference	X		648,528	19,835	10.84%	2,150	2,147	0
	X		110,671	3,392	10.84%	368	367	0
Contract Health Care								
501 Fiscal Intermediary			\$10,539,603	\$87,709		\$9,508	\$9,493	\$0
504 C.H.S. Reserve & Undistributed	X		\$7,683,626	0	10.84%	\$0	0	0
	X		\$2,855,977	87,709	10.84%	9,508	9,493	0
Direct Operations								
1301 Direct Operations-Rockville			\$17,195,246	\$527,235		\$57,152	\$57,061	\$0
	X		\$17,195,246	527,235	10.84%	57,152	\$57,061	0
Facilities & Envir. Hlth. Support								
2401 San. Facilities Constr. Support			\$7,970,184	\$0		\$0	\$0	\$0
2402 Environ. Health Svcs. Support	X		\$2,355,861	\$0	10.84%	N/A	0	0
2403 Facilities & Realty Support	X		\$1,406,900	\$0	10.84%	N/A	0	0
2404 Facilities Engineering Support	X		\$2,296,288	\$0	10.84%	N/A	0	0
2405 Engineering Services Support	X		\$1,423,277	\$0	10.84%	N/A	0	0
	X		\$487,858	\$0	10.84%	N/A	0	0
GRAND TOTAL PER HQ/DFM			\$99,115,605	\$2,300,307	10.84%	\$241,262	\$239,299	\$1,577
Other:							\$239,299	\$1,577
PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate formula in which results may differ from year to year. If program formula line shows zero shares, the AFA may qualify for an amount when the program formula is applied later in the year.								
NOTE:								
1) Navajo Nation has taken Research Project shares.								
2) UNHS elected to leave NHB shares with IHS-HQE.								

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Original Date: 10/17/2011
 Last Revision: 4/24/2012

HEADQUARTERS CALCULATIONS

PFSAs for FY 2012

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule

NAVAJO MOUNTAIN (UTAH NAVAJO)	TSA PF	\$ in HQ Shares Pool (1)	KAYENTA'S & Inscription House Allocable Shares (2)	NAV MTN % SU's User Pop. (3)	Shares Available (4)	HQE Shares Taken by UNHS & Less Rescission (0.0016) (5)	HQE Shares Retained by IHS & Less Rescission (0.0016) (6)
Hospitals & Clinics		\$60,029,165	\$695,863		\$27,497	\$27,185	\$268
101 Emergency Fund	X	4,141,376	0	4.15%	0	0	0
105 Management Initiatives	X	2,144,702	0	4.15%	0	0	0
106 A.C.O.G. Contract	X	102,749	1,394	4.15%	58	58	0
107 H.P./D.P. Initiatives	X	4,991,706	25,309	4.15%	1,050	1,048	0
110 N.E.C.I.	X	1,154,300	15,672	4.15%	650	649	0
111 Nurse Initiatives	X	1,336,319	17,700	4.15%	734	733	0
112 Nursing Costops	X	673,039	9,137	4.15%	379	378	0
113 Chief Clinical Consultant	X	289,041	3,924	4.15%	163	163	0
118 Research Projects	X	1,332,873	18,005	4.15%	0	0	0
119 A.A.I.P. Contract	X	27,859	379	4.15%	16	15	0
120 Clinical Support Center-Phoenix	X	1,805,135	25,929	4.15%	1,076	1,074	0
121 Costops-Non Physicians	X	84,792	1,150	4.15%	48	48	0
123 Physician Residency	X	287,421	3,903	4.15%	162	162	0
124 Recruitment/Retention	X	2,176,692	28,554	4.15%	1,226	1,224	0
125 U.S.U.H.S., etc.	X	3,182,082	43,207	4.15%	1,792	1,790	0
126 D.I.R. Support Fund	X	22,494,664	305,484	4.15%	12,673	12,653	0
127 Evaluation	X	1,107,347	15,037	4.15%	0	0	0
128 National Indian Health Board	X	478,485	6,453	4.15%	268	268	268
129 Albuquerque Administration	X	928,174	14,248	4.15%	591	590	0
130 Nutrition Training Center	X	359,610	5,278	4.15%	219	219	0
131 Diabetes Program-Albuquerque HQ	X	1,340,034	18,963	4.15%	787	785	0
132 Cancer Prevention-Albuquerque HQ	X	745,971	10,623	4.15%	441	440	0
133 Health Records	X	142,025	1,520	4.15%	63	63	0
135 Handicapped Children	X	360,403	5,143	4.15%	213	213	0
137 National DIR Support-Albuquerque HQ	X	8,642,366	117,951	4.15%	4,889	4,881	0
Dental Health		1,051,547	\$18,273		\$758	\$757	\$0
201 IHS Dental Program	X	1,051,547	18,273	4.15%	758	757	0

HEADQUARTERS CALCULATIONS

PFSAs for FY 2012

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule

NAVAJO MOUNTAIN (UTAH NAVAJO)	TSA PF	\$ in HQ Shares Pool	KAYENTA'S & Inscription House Allocable Shares	NAV MTN % SU's User Pop.	Shares Available	HQE Shares Taken by UNHS & Less Rescission (0.0016)	HQE Shares Retained by IHS & Less Rescission (0.0016)
		(1)	(2)	(3)	(4)	(5)	(6)
Mental Health		2,319,860	\$31,766		\$1,318	\$1,316	\$0
301 Technical Assistance	X	1,562,661	21,487	4.15%	891	890	0
302 C.M.I. Grants	X	646,528	8,778	4.15%	364	364	0
303 National Conference	X	110,671	1,501	4.15%	62	62	0
Contract Health Care		\$10,539,603	\$38,818		\$1,610	\$1,607	\$0
501 Fiscal Intermediary	X	\$7,683,626	0	4.15%	\$0	0	0
504 C.H.S. Reserve & Undistributed	X	\$2,855,977	38,818	4.15%	\$1,610	1,607	0
Direct Operations		\$17,195,246	\$233,341		\$9,680	\$9,665	\$0
1301 Direct Operations-Rockville	X	\$17,195,246	233,341	4.15%	\$9,680	9,665	0
Facilities & Envr. Hlth. Support		\$7,970,184	\$0		\$0	\$0	\$0
2401 San. Facilities Constr. Support	X	\$2,355,861	\$0	4.15%	\$0	0	0
2402 Environ. Health Svcs. Support	X	\$1,406,900	\$0	4.15%	\$0	0	0
2403 Facilities & Realty Support	X	\$2,296,288	\$0	4.15%	\$0	0	0
2404 Facilities Engineering Support	X	\$1,423,277	\$0	4.15%	\$0	0	0
2405 Engineering Services Support	X	\$487,858	\$0	4.15%	\$0	0	0
GRAND TOTAL PER HQ/DFM		\$99,115,605	\$1,018,061	4.15%	\$40,863	\$40,530	\$268

1/ Navajo Nation contracted the Research and Evaluation Programs.

2/ UNHS elected to leave NIHB shares with IHS-HQE.

HEADQUARTERS CALCULATIONS

PFSAs for FY 2012

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule

MONUMENT VALLEY (UTAH NAVAJO)	TSA PF	\$ in HQ Shares Pool	KAYENTA'S Allocable Shares	MON VALLEY % SU's User Pop.	Shares Available	HQTRS Shares Taken by UNHS & Less Rescission (0.0016)	HQE Shares Retained by IHS & Less Rescission (0.0016)
		(1)	(2)	(3)	(4)	(5)	(6)
Hospitals & Clinics		\$60,029,165	\$526,998		\$65,979	\$65,232	\$641
101 Emergency Fund	X	4,141,376	0	13.144%	0	0	0
105 Management Initiatives	X	2,144,702	0	13.144%	0	0	0
106 A.C.O.G. Contract	X	102,749	1,056	13.144%	139	139	0
107 H.P./D.P. Initiatives	X	4,691,706	19,167	13.144%	2,519	2,515	0
110 N.E.C.I.	X	1,154,300	11,869	13.144%	1,560	1,558	0
111 Nurse Initiatives	X	1,336,319	13,405	13.144%	1,762	1,759	0
112 Nursing Costops	X	673,039	6,920	13.144%	910	908	0
113 Chief Clinical Consultant	X	289,041	2,972	13.144%	391	390	0
118 Research Projects	X	1,332,873	13,636	13.144%	0	0	0
119 A.A.I.P. Contract	X	27,859	287	13.144%	38	38	0
120 Clinical Support Center-Phoenix	X	1,805,135	19,637	13.144%	2,581	2,577	0
121 Costops-Non Physicians	X	84,792	871	13.144%	114	114	0
123 Physician Residency	X	287,421	2,956	13.144%	389	388	0
124 Recruitment/Retention	X	2,176,692	22,382	13.144%	2,942	2,937	0
125 U.S.U.H.S., etc.	X	3,182,082	32,722	13.144%	4,301	4,294	0
126 D.I.R. Support Fund	X	22,494,664	231,352	13.144%	30,409	30,360	0
127 Evaluation	X	1,107,347	11,388	13.144%	0	0	0
128 National Indian Health Board	X	478,485	4,887	13.144%	642	0	641
129 Albuq/HQ Administration	X	928,174	10,790	13.144%	1,418	1,416	0
130 Nutrition Training Center	X	359,610	3,997	13.144%	525	525	0
131 Diabetes Program-Albuq HQ	X	1,340,034	14,361	13.144%	1,888	1,885	0
132 Cancer Prevention-Albuq HQ	X	745,971	8,045	13.144%	1,057	1,056	0
133 Health Records	X	142,025	1,151	13.144%	151	151	0
135 Handicapped Children	X	360,403	3,895	13.144%	512	511	0
137 National DIR Support-Albuq HQ	X	8,642,366	89,252	13.144%	11,731	11,712	0

EBEGAY/OISD
Original Date: 10/21/2011

HEADQUARTERS CALCULATIONS PFSAs for FY 2012

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule

MONUMENT VALLEY (UTAH NAVAJO)	TSA PF	\$ in HQ Shares Pool	KAYENTA'S Allocable Shares	MON VALLEY % SU's User Pop.	Shares Available	HQTRS Shares Taken by UNHS & Less Rescission (0.0016)	HQE Shares Retained by IHS & Less Rescission (0.0016)
		(1)	(2)	(3)	(4)	(5)	(6)
Dental Health		1,061,547	\$13,839		\$1,819	\$1,816	\$0
201 IHS Dental Program	X	1,061,547	13,839	13.144%	1,819	1,816	0
Mental Health		2,319,860	\$24,058		\$3,162	\$3,157	\$0
301 Technical Assistance	X	1,562,661	16,273	13.144%	2,139	2,136	0
302 C.M.I. Grants	X	646,528	6,848	13.144%	874	872	0
303 National Conference	X	110,671	1,137	13.144%	149	149	0
Contract Health Care		\$10,539,603	\$29,398		\$3,864	\$3,858	\$0
501 Fiscal Intermediary	X	\$7,683,626	0	13.144%	\$0	0	0
504 C.H.S. Reserve & Undistributed	X	\$2,855,977	29,398	13.144%	\$3,864	3,858	0
Direct Operations		\$17,195,246	\$176,716		\$23,227	\$23,190	\$0
1301 Direct Operations-Rockville	X	\$17,195,246	176,716	13.144%	\$23,227	23,190	0
Facilities & Envr. Hlth. Support		\$7,970,184	\$0		\$0	\$0	\$0
2401 San. Facilities Constr. Support	X	\$2,355,861	\$0	13.144%	\$0	0	0
2402 Environ. Health Svcs. Support	X	\$1,406,900	\$0	13.144%	\$0	0	0
2403 Facilities & Realty Support	X	\$2,296,288	\$0	13.144%	\$0	0	0
2404 Facilities Engineering Support	X	\$1,423,277	\$0	13.144%	\$0	0	0
2405 Engineering Services Support.	X	\$487,858	\$0	13.144%	\$0	0	0
GRAND TOTAL PER HQ/DFM		\$99,115,605	\$771,009	13.144%	\$98,051	\$97,253	\$641

- 1/ Navajo Nation contracted the Research and Evaluation Programs.
2/ UNHS elected to leave NIBB shares with IHS-HQE.

EBEGAY/OISD
Original Date: 10/21/2011

ATTACHMENT B-1

MONTEZUMA CREEK (UTAH NAVAJO HEALTH SYSTEM, INC.)

106(a)(1) Base Funding Amount

FY 2013

	FY 2012 Recurring Base	FY-2012 Less Rescission (.0016)	FY-2012 Indian Health Care Improvement Fund	FY-2013 Funding Base
Hospital & Clinic	2,381,774	(3,811)	97,000	2,474,963
Contract Health	1,731,978	(2,771)		1,729,207
TOTAL	4,113,752	(6,582)	97,000	4,204,170

NOTES:

ATTACHMENT B-2

NAVAJO MOUNTAIN (UTAH NAVAJO HEALTH SYSTEMS, INC.)

106(a)(1) Base Funding

FY 2013

	FY 2012 Recurring Base	FY-2012 Less Rescission (.0016)	FY-2013 Funding Base
Hospital & Clinic - Recurring	221,991	(355)	221,636
Dental Service - Recurring	78	(0)	78
Contract Health Services - Recurring	134,716	(217)	134,499
TOTAL	356,785	(572)	356,213

NOTES:

ATTACHMENT B-3

MONUMENT VALLEY (UTAH NAVAJO HEALTH SYSTEMS, INC.)

106 (a) (1) Base Funding

FY 2013

	FY 2012 Recurring Base	FY-2012 Less Rescission (.0016)	FY-2013 Funding Base
Hospital & Clinic	699,199	(1,119)	698,080
Dental	53,015	(85)	52,930
Mental Health	35,778	(57)	35,721
Alcohol & Substance Abuse	5,306	(8)	5,298
Contract Health	932,243	(1,492)	930,751
TOTAL	1,725,541	(2,761)	1,722,780

NOTES:

EBegay/OISD
Original Date: 5/9/2012

ATTACHMENT C-1

MONTEZUMA CREEK (UTAH NAVAJO HEALTH SYSTEM, INC.)
FY 2013 Area Office Shares

	FY-2012 Recurring Base (1)	Less 2013 Residual (2)	Area Office Shares Less Residual (3)	% of 1998 Total Users 253,822 (4)	Shares Taken by UNHS (5)	Shares Retained by IHS (6)
Hospitals & Clinics						
101 Office of the Area Director	72,066		72,066	1.979%	1,426	0
171 Attorney	401,381	(189,204)	202,177	1.979%	4,001	0
182 Office of Ind Self Determination	390,347		390,347	1.979%	7,725	0
1A8 EEO	4,447		4,447	1.979%	88	0
123 Contract Health Services	154,246		154,246	1.979%	3,053	0
102 Financial Management	1,537,288	(503,036)	1,034,252	1.979%	20,468	0
105 Admin Services	368,423		368,423	1.979%	7,252	0
128 IRM	418,900	(197,573)	221,327	1.979%	4,380	0
107 Acquisition	833,851	(524,357)	309,494	1.979%	6,125	0
103 Human Resources	1,145,631	(128,949)	1,016,682	1.979%	20,120	0
117 Medical Records	5,004		5,004	1.979%	99	0
147 EMS	15,011		15,011	N/A	0	0
118 Nursing Admin	207,252		207,252	1.979%	4,102	0
109 Professional Stds & Recruit	315,375		315,375	1.979%	6,241	0
sub-total:	5,867,231	(1,553,119)	4,314,112		85,079	0
114 BIA/CSA	0		0	N/A	0	0
189 Health Board	47,124		47,124	1.979%	933	0
114 Assessments	0		0	N/A	0	0
134 Medical Diabetes Prog	309,705		309,705	1.979%	6,123	0
284 HPDIP (SR)	199,680		199,680	N/A	0	0
sub-total:	6,423,740	(1,553,119)	4,870,621		92,141	0
Phon Support	200,000		200,000	N/A	0	0
Red Mesa Support	200,000		200,000	N/A	0	0
sub-total:	400,000	0	400,000		0	0
Dental Health						
268 Dental Program minus Fluoride	555,690		555,690	1.979%	10,997	0
Dental OEH Fluoridation	60,000		60,000	N/A	0	0
Jeddito (MQA - PHXHS)	0		0	N/A	0	0
Biomedical Support	253,557		253,557	1.979%	5,018	0
sub-total:	869,247	0	869,247		16,015	0
Mental Health						
261 Mental Health Program	0	0	0	N/A	0	0
Alcohol & Substance Abuse						
239 ASAP minus None for the Road	325,150		325,150	1.979%	6,435	0
None for the Road	9,828		9,828	N/A	0	0
sub-total:	334,978	0	334,978		6,435	0

ATTACHMENT C-1

MONTEZUMA CREEK (UTAH NAVAJO HEALTH SYSTEM, INC.)
FY 2013 Area Office Shares

	FY-2012 Recurring Base	Less 2013 Residual	Area Office Shares Less Residual	% of 1998 Total Users 253,822	Shares Taken by UNHS	Shares Retained by IHS
	(1)	(2)	(3)	(4)	(5)	(6)
Public Health Nursing						
264 Public Health Nursing	0	0	0	N/A	0	0
Direct Operations						
101 Office of the Area Director	918,911	(923,465)	(4,554)	1.979%	(90)	0
111 Office of the Area Director-Travel	24,891		24,891	1.979%	483	0
148 EEO	97,713		97,713	1.979%	1,934	0
106 Third Party Resources	134,180		134,180	1.979%	2,655	0
123 Contract Health Services	134,241		134,241	1.979%	2,657	0
102 Financial Management	248,262	(217,167)	31,075	1.979%	615	0
105 Admin Services	302,847		302,847	1.979%	5,993	0
104 Property Management	273,202	(217,187)	56,015	1.979%	1,108	0
128 IRM	317,182		317,182	1.979%	6,277	0
107 Acquisition	0		0	1.979%	0	0
103 Human Resources	351,814	(208,861)	142,953	1.979%	2,829	0
108 Program Planning & Evaluation	343,318		343,318	1.979%	6,893	0
105 Professional Stds & Recruit	59,283		59,283	1.979%	1,173	0
sub-total:	3,210,843	(1,568,700)	1,644,143		32,538	0
Facilities Support						
115 Bio-Med	636,117		636,117	N/A	0	0
Pinon Support	69,301		69,301	N/A	0	0
Red Mesa Support	157,214		157,214	N/A	0	0
sub-total:	862,632	0	862,632		0	0
104 Real Property	184,542		184,542	N/A	0	0
Pinon Support	21,000		21,000	N/A	0	0
Red Mesa Support	47,639		47,639	N/A	0	0
sub-total:	253,181	0	253,181		0	0
114 Facility Management	928,917	(447,120)	481,797	N/A	0	0
Pinon Support	109,319		109,319	N/A	0	0
Red Mesa Support	247,981		247,981	N/A	0	0
sub-total:	1,286,227	(447,120)	839,107		0	0
Quarters, SU Funded	97,543		97,543	N/A	0	0
Pinon Support	10,501		10,501	N/A	0	0
Red Mesa Support	23,821		23,821	N/A	0	0
sub-total:	131,865	0	131,865		0	0
Total FS:	2,535,905	(447,120)	2,088,785		0	0

ATTACHMENT C-1

MONTEZUMA CREEK (UTAH NAVAJO HEALTH SYSTEM, INC.) FY 2013 Area Office Shares

	FY-2012 Recurring Base	Less 2013 Residual	Area Office Shares Less Residual	% of 1998 Total Users 253,822	Shares Taken by UNHS	Shares Retained by IHS
	(1)	(2)	(3)	(4)	(5)	(6)
Environmental Health Support						
DOH-638 Contract	249,860		249,860	N/A	0	0
Area Office Support	628,134	(292,736)	335,398	1.979%	6,598	0
S.U. Operation	1,378,103		1,378,103	1.979%	27,273	0
Chinle/Phon	35,030		35,030	N/A	0	0
Ft. Defiance	181,859		181,859	N/A	0	0
Shiprock/Red Mesa	77,135		77,135	N/A	0	0
Winslow	267,812		267,812	N/A	0	0
S.U. Non-Recurring	0		0	1.979%	0	0
sub-total:	2,815,933	(292,736)	2,523,197		33,871	0
Occup. Health & Safety Management	505,017		505,017	N/A	0	0
sub-total:	505,017	0	505,017		0	0
Sanitation Fac. Const.						
Area Wide Operations	5,568,336	(514,933)	5,053,403	N/A	0	0
Chinle/Phon	68,451		68,451	N/A	0	0
Ft. Defiance	354,502		354,502	N/A	0	0
Shiprock/Red Mesa	151,250		151,250	N/A	0	0
SFOB - 88-121	0		0	N/A	0	0
O&M Training (NTUA)	0		0	N/A	0	0
NECA contract	137,516		137,516	N/A	0	0
sub-total:	6,280,055	(514,933)	5,765,122		0	0
Injury Prevention						
Area & SU Projects	252,339		252,339	1.979%	4,994	0
IP - NAO	128,516		128,516	1.979%	2,563	0
IP - Ft. Defiance	23,711		23,711	N/A	0	0
IP - Chinle	43,139		43,139	N/A	0	0
IP - Sage	12,838		12,838	N/A	0	0
IP - GIMC	51,423		51,423	N/A	0	0
IP - Crownpoint	25,803		25,803	N/A	0	0
IP - Winslow	25,620		25,620	N/A	0	0
sub-total Injury Prevention	564,387	0	564,387		7,557	0
Total OEH	10,165,392	(807,669)	9,357,723		41,428	0
Totals:	23,938,105	(4,374,608)	19,563,497		188,556	0

ATTACHMENT C-1a

MONTEZUMA CREEK (UTAH NAVAJO HEALTH SYSTEM, INC.)
FY 2013 Area Wide Reserve Shares

	FY-2013 Funding Base	% of 1998 Total Users 253,822	Shares Taken by UNHS
	(1)	(2)	(3)
Hospitals & Clinics			
201 AW Reserve	4,361,088	1.979%	86,306
Contract Health Care			
523 CHS Reserve	1,175,587	1.979%	23,285
Totals:	5,536,655		109,570

ATTACHMENT C-2

NAVAJO MOUNTAIN (UTAH NAVAJO HEALTH SYSTEM, INC.) FY 2013 Area Office Shares

	FY-2012 Recurring Base (1)	Less 2013 Residual (2)	FY 2012 for FY 2013 Funding Base (3)	% of 1998 Total Users 263,822 (4)	Shares Taken by UNHS (5)	Shares Retain by IHS (6)
Hospitals & Clinics						
101 Office of the Area Director	72,066	0	72,066	0.300%	216	0
171 Attorney	401,381	(199,204)	202,177	0.300%	607	0
182 Office of Ind Self Deter.	390,347	0	390,347	0.300%	1,171	0
1A9 EEO	4,447	0	4,447	0.300%	13	0
123 Contract Health Services	154,246	0	154,246	0.300%	463	0
102 Financial Management	1,537,288	(503,036)	1,034,252	0.300%	3,103	0
105 Admin Services	366,423	0	366,423	0.300%	1,098	0
128 IRM	418,900	(197,573)	221,327	0.300%	684	0
107 Acquisition	833,851	(524,357)	309,494	0.300%	928	0
103 Human Resources	1,145,631	(128,949)	1,016,682	0.300%	3,050	0
117 Medical Records	5,004	0	5,004	0.300%	15	0
147 EMS	15,011	0	15,011	N/A	0	0
118 Nursing Admin	207,252	0	207,252	0.300%	622	0
109 Professional Stds & Recruit	315,375	0	315,375	0.300%	946	0
sub-total:	5,867,231	(1,553,119)	4,314,112		12,897	0
189 Health Board	47,124	0	47,124	0.300%	141	0
134 Model Diabetes Prog	309,705	0	309,705	N/A	0	0
284 HP/DP (SR)	199,680	0	199,680	0.300%	599	0
sub-total:	6,423,740	(1,553,119)	4,870,621		13,638	0
Pinon Support	200,000	0	200,000	N/A	0	0
Red Mesa Support	200,000	0	200,000	N/A	0	0
sub-total:	400,000	0	400,000		0	0
Dental Health						
288 Dental Program minus Fluoride	555,690	0	555,690	0.300%	1,667	0
Dental OEH Fluoridation	60,000	0	60,000	N/A	0	0
Jeddito (MOA - PHXHS)	0	0	0	N/A	0	0
Biomedical Support	253,557	0	253,557	0.300%	761	0
sub-total:	869,247	0	869,247		2,428	0
Mental Health						
261 Mental Health Program	0	0	0	N/A	0	0
Alcohol & Substance Abuse						
239 ASAP minus None for the Road	325,150	0	325,150	0.300%	975	0
None for the Road	8,828	0	8,828	N/A	0	0
sub-total:	334,978	0	334,978		975	0

ATTACHMENT C-2

NAVAJO MOUNTAIN (UTAH NAVAJO HEALTH SYSTEM, INC.) FY 2013 Area Office Shares

	FY-2012 Recurring Base (1)	Less 2013 Residual (2)	FY 2012 for FY 2013 Funding Base (3)	% of 1998 Total Users 253,822 (4)	Shares Taken by UNHS (5)	Shares Retain by IHS (6)
Public Health Nursing						
264 Public Health Nursing	0	0	0	N/A	0	0
Direct Operations						
101 Office of the Area Director	918,911	(923,465)	(4,554)	0.300%	(14)	0
111 Office of the Area Director-Travel	24,891		24,891	0.300%	75	0
1A8 EEO	97,713		97,713	0.300%	293	0
106 Third Party Resources	134,180		134,180	0.300%	403	0
123 Contract Health Services	134,241		134,241	0.300%	403	0
102 Financial Management	248,262	(217,187)	31,075	0.300%	93	0
105 Admin Services	302,847		302,847	0.300%	909	0
104 Property Management	273,202	(217,187)	56,015	0.300%	169	0
128 IRM	317,192		317,192	0.300%	952	0
107 Acquisition	0		0	0.300%	0	0
103 Human Resources	351,814	(208,361)	142,953	0.300%	429	0
108 Program Planning & Evaluation	348,318		348,318	0.300%	1,045	0
109 Professional Stds & Recruit	59,283		59,283	0.300%	178	0
sub-total:	3,210,843	(1,666,700)	1,644,143		4,932	0
Facilities Support						
115 Bio-Med	636,117		636,117	N/A	0	0
Pinon Support	69,301		69,301	N/A	0	0
Red Mesa Support	157,214		157,214	N/A	0	0
sub-total:	862,632	0	862,632		0	0
104 Real Property	184,542		184,542	N/A	0	0
Pinon Support	21,000		21,000	N/A	0	0
Red Mesa Support	47,639		47,639	N/A	0	0
sub-total:	253,181	0	253,181		0	0
114 Facility Management	928,917	(447,120)	481,797	N/A	0	0
Pinon Support	109,318		109,318	N/A	0	0
Red Mesa Support	247,991		247,991	N/A	0	0
sub-total:	1,286,227	(447,120)	839,107		0	0
Quarters, SU Funded	97,543		97,543	N/A	0	0
Pinon Support	10,501		10,501	N/A	0	0
Red Mesa Support	23,821		23,821	N/A	0	0
sub-total:	131,865	0	131,865		0	0
Total FS:	2,533,905	(447,120)	2,086,785		0	0

ATTACHMENT C-2

NAVAJO MOUNTAIN (UTAH NAVAJO HEALTH SYSTEM, INC.) FY 2013 Area Office Shares

	FY-2012 Recurring Base (1)	Less 2013 Residual (2)	FY 2012 for FY 2013 Funding Base (3)	% of 1998 Total Users 253,822 (4)	Shares Taken by UNHS (5)	Shares Retain by IHS (6)
Environmental Health Support						
DOH -838 Contract	249,860		249,860	N/A	0	0
Area Office Support	528,134	(292,735)	333,398	0.300%	1,000	0
S.U. Operation	1,378,103		1,378,103	0.800%	4,134	0
Chinle/Phon	35,030		35,030	N/A	0	0
FL Defiance	181,859		181,859	N/A	0	0
Shiprock/Red Mesa	77,135		77,135	N/A	0	0
Winslow	267,812		267,812	N/A	0	0
S.U. Non-Recurring	0		0	N/A	0	0
sub-total:	2,815,933	(292,735)	2,523,197		5,135	0
Occup. Health & Safety Management						
sub-total:	505,017	0	505,017	N/A	0	0
Sanitation Fac. Const.						
Area Wide Operations	5,568,336	(514,933)	5,053,403	N/A	0	0
Chinle/Phon	68,451		68,451	N/A	0	0
FL Defiance	354,502		354,502	N/A	0	0
Shiprock/Red Mesa	151,250		151,250	N/A	0	0
SFCB - 88-121	0		0	N/A	0	0
O&M Training (NTUA)	0		0	N/A	0	0
NECA contract	137,516		137,516	N/A	0	0
sub-total:	6,280,055	(514,933)	5,765,122		0	0
Injury Prevention						
Area & SU Projects	252,339		252,339	0.300%	757	0
IP - NAO	129,516		129,516	0.300%	389	0
IP - FL Defiance	23,711		23,711	N/A	0	0
IP - Chinle	43,139		43,139	N/A	0	0
IP - Sage	12,896		12,896	N/A	0	0
IP - GMC	51,423		51,423	N/A	0	0
IP - Crownpoint	25,808		25,808	N/A	0	0
IP - Winslow	25,620		25,620	N/A	0	0
Sub-total Injury Prevention	564,387	0	564,387		1,146	0
Total OEH:	10,165,392	(807,659)	9,357,723		6,280	0
Totals:	23,938,105	(4,374,608)	19,563,497		28,253	0

ATTACHMENT C-2a

NAVAJO MOUNTAIN (UTAH NAVAJO HEALTH SYSTEM, INC.) FY 2013 Area Wide Reserve Shares

	FY-2012 for FY-2013 Recurring Base	% of 1998 Total Users 253,822	Shares Taken by UNHS	Shares Retained by IHS
	(1)	(2)	(3)	(4)
Hospitals & Clinics				
201 AW Reserve	4,361,058	0.300%	13,083	0
Contract Health Care				
523 CHS Reserve	1,175,587	0.300%	3,527	0
Totals:	5,536,655		16,610	0

ATTACHMENT C-3

MONUMENT VALLEY (UTAH NAVAJO HEALTH SYSTEM, INC.)
FY 2013 Area Office Shares

	FY-2012 Recurring Base (1)	Less 2013 Residual (2)	FY-2012 for FY- 2013 Funding Base (3)	% of 1998 Total Users 253,822 (4)	Shares Taken by UNHS (5)	Shares Retained by IHS (6)
Hospitals & Clinics						
101 Office of the Area Director	72,066		72,066	1.062%	765	0
171 Attorney	401,381	(198,204)	202,177	1.062%	2,147	0
182 Office of Ind Self Determination	390,347		390,347	1.062%	4,145	0
1A8 EEO	4,447		4,447	1.062%	47	0
123 Contract Health Services	154,246		154,246	1.062%	1,638	0
102 Financial Management	1,597,298	(503,098)	1,094,200	1.062%	10,984	0
105 Admin Services	366,423		366,423	1.062%	3,891	0
126 IRM	418,900	(137,573)	281,327	1.062%	2,959	0
107 Acquisition	833,851	(324,357)	509,494	1.062%	5,387	0
103 Human Resources	1,145,631	(128,949)	1,016,682	1.062%	10,797	0
117 Medical Records	5,004		5,004	1.062%	53	0
147 EMS	15,011		15,011	N/A	0	0
118 Nursing Admin	207,252		207,252	1.062%	2,201	0
108 Professional Stds & Recruit	315,375		315,375	1.062%	3,349	0
sub-total:	5,867,231	(1,553,119)	4,314,112		45,658	0
189 Health Board	47,124		47,124	1.062%	500	0
134 Model Diabetes Prog	309,705		309,705	N/A	0	0
2B4 HP/OP (SR)	199,680		199,680	1.062%	2,121	0
sub-total:	6,423,740	(1,553,119)	4,870,621		48,278	0
Pilon Support	200,000		200,000	N/A	0	0
Red Mesa Support	200,000		200,000	N/A	0	0
sub-total:	400,000	0	400,000		0	0
Dental Health						
268 Dental Program minus Routine	555,690		555,690	1.062%	5,901	0
Dental OEH Foundation	60,000		60,000	N/A	0	0
Biomedical Support	253,557		253,557	1.062%	2,693	0
sub-total:	869,247	0	869,247		8,594	0
Mental Health						
261 Mental Health Program	0	0	0	N/A	0	0
Alcohol & Substance Abuse						
239 ASAP minus Note for the Road	325,150		325,150	1.062%	3,453	0
Note for the Road	9,828		9,828	N/A	0	0
sub-total:	334,978	0	334,978		3,453	0
Public Health Nursing						
284 Public Health Nursing	0	0	0	N/A	0	0

ATTACHMENT C-3

MONUMENT VALLEY (UTAH NAVAJO HEALTH SYSTEM, INC.) FY 2013 Area Office Shares

	FY-2012 Recurring Base (1)	Less 2013 Residual (2)	FY-2012 for FY- 2013 Funding Base (3)	% of 1998 Total Users 253,822 (4)	Shares Taken by UNHS (5)	Shares Retained by IHS (6)
Direct Operations						
101 Office of the Area Director	918,911	(923,465)	(4,554)	1.062%	(48)	0
111 Office of the Area Director-Travel	24,891		24,891	1.062%	264	0
1A8 EEO	97,713		97,713	1.062%	1,038	0
108 Third Party Resources	134,180		134,180	1.062%	1,425	0
123 Contract Health Services	134,241		134,241	1.062%	1,426	0
102 Financial Management	248,262		248,262	1.062%	330	0
105 Admin Services	302,847	(217,187)	31,075	1.062%	3216	0
104 Property Management	273,202	(217,187)	56,015	1.062%	595	0
128 IRM	317,182		317,182	1.062%	3,368	0
107 Acquisition	0		0	1.062%	0	0
103 Human Resources	351,814	(208,861)	142,953	1.062%	1,518	0
108 Program Planning & Evaluation	348,318		348,318	1.062%	3,699	0
109 Professional Stds & Recruit	59,283		59,283	1.062%	630	0
sub-total:	3,210,843	(1,555,700)	1,655,143		17,461	0
Facilities Support						
115 Bio-Med	636,117		636,117	N/A	0	0
Pinon Support	69,301		69,301	N/A	0	0
Red Mesa Support	157,214		157,214	N/A	0	0
sub-total:	862,632	0	862,632		0	0
104 Real Property	184,542		184,542	N/A	0	0
Pinon Support	21,000		21,000	N/A	0	0
Red Mesa Support	47,639		47,639	N/A	0	0
sub-total:	253,181	0	253,181		0	0
114 Facility Management	828,917	(447,120)	481,797	N/A	0	0
Pinon Support	109,319		109,319	N/A	0	0
Red Mesa Support	247,981		247,981	N/A	0	0
sub-total:	1,286,227	(447,120)	839,107		0	0
Quarters, SU Funded	97,543		97,543	N/A	0	0
Pinon Support	10,501		10,501	N/A	0	0
Red Mesa Support	23,821		23,821	N/A	0	0
sub-total:	131,865	0	131,865		0	0
Total FS:	2,533,905	(447,120)	2,086,785		0	0

ATTACHMENT C-3

MONUMENT VALLEY (UTAH NAVAJO HEALTH SYSTEM, INC.)
FY 2013 Area Office Shares

	FY-2012 Recurring Base (1)	Less 2013 Residual (2)	FY-2012 for FY- 2013 Funding Base (3)	% of 1998 Total Users 253,322 (4)	Shares Taken by UNHS (5)	Shares Retained by IHS (6)
Environmental Health Support						
DOH - 638 Contract	249,860		249,860	N/A	0	0
Area Office Support	626,134	(292,736)	333,398	1.062%	3,541	0
S.U. Operation	1,378,103		1,378,103	1.062%	14,695	0
Chinle/Phon	35,030		35,030	N/A	0	0
PL Defiance	181,859		181,859	N/A	0	0
Shiprock/Red Mesa	77,135		77,135	N/A	0	0
Winslow	267,812		267,812	N/A	0	0
S.U. Non-Recurring	0		0	N/A	0	0
sub-total:	2,815,933	(292,736)	2,523,197		19,176	0
Occup. Health & Safety Management						
sub-total:	505,017		505,017	N/A	0	0
Sanitation Fac. Const.						
Area Wide Operations	5,568,336	(514,933)	5,053,403	N/A	0	0
Chinle/Phon	68,451		68,451	N/A	0	0
PL Defiance	354,502		354,502	N/A	0	0
Shiprock/Red Mesa	151,250		151,250	N/A	0	0
SFOB - 86-121	0		0	N/A	0	0
O&M Training (NTUA)	0		0	N/A	0	0
NECA contract	137,516		137,516	N/A	0	0
sub-total:	6,280,055	(514,933)	5,765,122		0	0
Injury Prevention						
Area & SU Projects	252,339		252,339	1.062%	2,680	0
IP - NAO	129,516		129,516	1.062%	1,375	0
IP - PL Defiance	23,711		23,711	N/A	0	0
IP - Chinle	43,139		43,139	N/A	0	0
IP - Sage	12,886		12,886	N/A	0	0
IP - GMC	51,423		51,423	N/A	0	0
IP - Crownpoint	25,803		25,803	N/A	0	0
IP - Winslow	25,620		25,620	N/A	0	0
Sub-total Injury Prevention	564,387	0	564,387		4,055	0
Total OEH:	10,165,392	(807,669)	9,357,723		22,231	0
Totals:	23,938,105	(4,374,608)	19,563,497		100,017	0

ATTACHMENT C-3a

MONUMENT VALLEY (UTAH NAVAJO HEALTH SYSTEM, INC.)
FY 2013 Area Wide Reserve Shares

	FY-2012 for FY-2013 Funding Base	% of 1998 Total Users 253,922	Shares Taken by UNHS	Shares Retain by JHS
	(1)	(2)	(3)	(4)
Hospitals & Clinics				
201 A/W Reserve	4,361,068	1.062%	46,315	0
Contract Health Care				
523 CHS Reserve	1,175,587	1.062%	12,486	0
Totals:	5,536,655		58,799	0

Table #4

HQ PFSA's FOR FY 2012 TSA and Program Formula Lines

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule
Based on FY 2011 Appropriations

MONTEZUMA CREEK (UTAH NAVAJO)	TSA PF	\$ In	SHIPROCK'S		UNHS	Shares Available	HQE Shares taken by UNHS & Less Rescission (.0016)	Retained by IHS & Less Rescission (.0016)
			Allocable	Shares		(4)	(5)	(6)
		(1)	(2)		(3)			
		\$60,028,165	\$1,572,298			\$162,345	\$160,508	\$1,577
	x	4,141,376	0	10.84%		0	0	0
	x	2,144,702	0	10.84%		0	0	0
	x	102,749	3,149	10.84%		341	340	0
	x	4,691,706	57,184	10.84%		6,199	6,189	0
	x	1,154,300	35,410	10.84%		3,838	3,832	0
	x	1,336,319	39,994	10.84%		4,335	4,328	0
	x	673,039	20,645	10.84%		2,238	2,234	0
	x	289,041	8,868	10.84%		961	959	0
	x	1,332,873	40,682	10.84%		N/A	0	0
	x	27,659	855	10.84%		93	93	0
	x	1,805,135	58,588	10.84%		6,351	6,341	0
	x	84,792	2,598	10.84%		282	282	0
	x	287,421	8,818	10.84%		956	954	0
	x	2,176,692	66,777	10.84%		7,239	7,227	0
	x	3,182,082	97,625	10.84%		10,583	10,566	0
	x	22,494,664	690,243	10.84%		74,822	74,702	0
	x	1,107,347	33,977	10.84%		N/A	0	0
	x	478,485	14,580	10.84%		1,580	0	1,577
	x	928,174	32,193	10.84%		3,490	3,484	0
	x	359,610	11,926	10.84%		1,293	1,291	0
	x	1,340,034	42,846	10.84%		4,645	4,638	0
	x	745,971	24,001	10.84%		2,602	2,598	0
	x	142,025	3,435	10.84%		372	371	0
	x	360,403	11,621	10.84%		1,260	1,258	0
	x	8,642,366	266,283	10.84%		28,665	28,619	0
		1,061,547	\$41,288			4,476	\$4,469	\$0
	x	1,061,547	41,288	10.84%		4,476	4,469	0
Dental Health								
201 IHS Dental Program								

E BEGAY/OISD
Original Date: 10/17/2011
Last Revision: 5/25/2012

Table #4

HQ PFSA's FOR FY 2012 TSA and Program Formula Lines

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule
Based on FY 2011 Appropriations

MONTEZUMA CREEK (UTAH NAVAJO)	TSA PF	\$ in HQ Shares Pool	SHIPROCK'S Allocable Shares	UNHS % SU's User Pop.	Shares Available	HQE Shares taken by UNHS & Less Rescission (.0016)	Retained by IHS & Less Rescission (.0016)
		(1)	(2)	(3)	(4)	(5)	(6)
Mental Health		2,319,860	\$71,777		\$7,781	\$7,769	\$0
301 Technical Assistance	x	1,562,661	48,550	10.84%	5,263	5,255	0
302 C.M.I. Grants	x	646,528	19,835	10.84%	2,150	2,147	0
303 National Conference	x	110,671	3,392	10.84%	368	367	0
Contract Health Care		\$10,539,603	\$87,709		\$9,508	\$9,493	\$0
501 Fiscal Intermediary	x	\$7,683,626	0	10.84%	\$0	0	0
504 C.H.S. Reserve & Undistributed	x	\$2,855,977	87,709	10.84%	9,508	9,493	0
Direct Operations		\$17,195,246	\$527,235		\$57,152	\$57,061	\$0
1301 Direct Operations-Rockville	x	\$17,195,246	527,235	10.84%	57,152	\$57,061	0
Facilities & Envr. Hlth. Support		\$7,970,184	\$3,870		\$3,870	\$3,864	\$0
2401 San. Facilities Constr. Support	x	\$2,355,861	\$0	10.84%	N/A	0	0
2402 Environ. Health Svcs. Support	x	\$1,408,900	\$3,870	10.84%	\$3,870	3,864	0
2403 Facilities & Realty Support	x	\$2,296,288	\$0	10.84%	N/A	0	0
2404 Facilities Engineering Support	x	\$1,423,277	\$0	10.84%	N/A	0	0
2405 Engineering Services Support.	x	\$487,858	\$0	10.84%	N/A	0	0
GRAND TOTAL PER HQ/DFM		\$99,115,605	\$2,304,177	10.84%	\$245,132	\$243,164	\$1,577
Other:						\$243,164	\$1,577

PROGRAM FORMULA (PF) LINES: The amounts shown in the Shares column is determined annually by separate formula in which results may differ from year to year. If program formula line shows zero shares, the AFA may qualify for an amount when the program formula is applied later in the year.

NOTE:

- 1) Navajo Nation has taken Research Project shares.
- 2) UNHS elected to leave NIHB shares with IHS-HQE.

E BEGAY/OISD

Original Date: 10/17/2011

Last Revision: 5/25/2012

HEADQUARTERS CALCULATIONS

PFSA's for FY 2012

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule

NAVAJO MOUNTAIN (UTAH NAVAJO)	TSA PF	\$ in HQ Shares Pool	KAYENTA'S & Inscription House Allocable Shares	NAV MTN % SUs User Pop.	Shares Available	HQE Shares Taken by UNHS & Less Rescission (0.0016)	HQE Shares Retained by IHS & Less Rescission (0.0016)
		(1)	(2)	(3)	(4)	(5)	(6)
Hospitals & Clinics		\$60,029,165	\$695,863		\$27,497	\$27,185	\$268
101 Emergency Fund	X	4,141,376	0	4.15%	0	0	0
105 Management Initiatives	X	2,144,702	0	4.15%	0	0	0
106 A.C.O.G. Contract	X	102,749	1,394	4.15%	58	58	0
107 H.P./D.P. Initiatives	X	4,691,706	25,309	4.15%	1,050	1,048	0
110 N.E.C.I.	X	1,154,300	15,672	4.15%	650	649	0
111 Nurse Initiatives	X	1,335,319	17,700	4.15%	734	733	0
112 Nursing Costeys	X	873,039	9,137	4.15%	379	378	0
113 Chief Clinical Consultant	X	289,041	3,924	4.15%	163	163	0
118 Research Projects	X	1,332,873	18,005	4.15%	0	0	0
119 A.A.I.P. Contract	X	27,859	379	4.15%	16	15	0
120 Clinical Support Center-Phoenix	X	1,805,135	25,929	4.15%	1,076	1,074	0
121 Costape-Non Physicians	X	84,782	1,150	4.15%	48	48	0
123 Physician Residency	X	287,421	3,903	4.15%	162	162	0
124 Recruitment/Retention	X	2,176,692	29,554	4.15%	1,226	1,224	0
125 U.S.U.H.S., etc.	X	3,182,082	43,207	4.15%	1,792	1,790	0
126 D.I.R. Support Fund	X	22,494,654	305,484	4.15%	12,573	12,563	0
127 Evaluation	X	1,107,347	15,037	4.15%	0	0	0
128 National Indian Health Board	X	478,485	6,453	4.15%	268	268	268
129 Albug/HQ Administration	X	928,174	14,248	4.15%	591	590	0
130 Nutrition Training Center	X	359,610	5,278	4.15%	219	219	0
131 Diabetes Program-Albug HQ	X	1,340,034	18,963	4.15%	787	785	0
132 Cancer Prevention-Albug HQ	X	745,971	10,823	4.15%	441	440	0
133 Health Records	X	142,025	1,620	4.15%	63	63	0
135 Handicapped Children	X	360,403	5,143	4.15%	213	213	0
137 National DIR Support-Albug HQ	X	8,642,386	117,851	4.15%	4,889	4,881	0
Dental Health							
201 IHS Dental Program	X	1,051,547	\$18,273	4.15%	\$758	\$757	\$0
		1,051,547	18,273		758	757	0

EBEGAY/OISD
Original Date: 10/20/2011

HEADQUARTERS CALCULATIONS

PFAS for FY 2012

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule

NAVAJO MOUNTAIN (UTAH NAVAJO)	TSA	PF	\$ in HQ Shares Pool	KAYENTA'S & Inscription House Allocable Shares	NAV MTN % User Pop.	Shares Available	HQE Shares Taken by UNHS & Less Rescission (0.0016)	HQE Shares Retained by IHS & Less Rescission (0.0016)
			(1)	(2)	(3)	(4)	(5)	(6)
Mental Health			2,319,860	\$31,766		\$1,318	\$1,316	\$0
301 Technical Assistance	X		1,562,661	21,487	4.15%	891	890	0
302 C.M.I. Grants	X		646,528	8,778	4.15%	364	364	0
303 National Conference	X		110,671	1,501	4.15%	62	62	0
Contract Health Care			\$10,539,603	\$35,818		\$1,610	\$1,607	\$0
501 Fiscal Intermediary		X	\$7,883,626	0	4.15%	\$0	0	0
504 C.H.S. Reserve & Undistributed	X		\$2,855,977	38,818	4.15%	\$1,610	1,607	0
Direct Operations			\$17,195,246	\$233,341		\$9,680	\$9,665	\$0
1301 Direct Operations-Rockville	X		\$17,195,246	233,341	4.15%	\$9,680	9,665	0
Facilities & Envir. Hlth. Support			\$7,970,184	\$0		\$0	\$0	\$0
2401 San. Facilities Constr. Support		X	\$2,355,861	\$0	4.15%	\$0	0	0
2402 Environ. Health Svcs. Support		X	\$1,406,900	\$0	4.15%	\$0	0	0
2403 Facilities & Realty Support		X	\$2,296,288	\$0	4.15%	\$0	0	0
2404 Facilities Engineering Support		X	\$1,423,277	\$0	4.15%	\$0	0	0
2405 Engineering Services Support		X	\$487,858	\$0	4.15%	\$0	0	0
GRAND TOTAL PER HQDFM			\$98,115,605	\$1,018,061	4.15%	\$40,863	\$40,530	\$268

1/ Navajo Nation contracted the Research and Evaluation Programs.

2/ UNHS elected to leave NIHBS shares with IHS-HQE.

HEADQUARTERS CALCULATIONS

PFSAs for FY 2012

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule

MONUMENT VALLEY (UTAH NAVAJO)	TSA	PF	\$ in HQ Shares Pool	KAYENTA'S Allocable Shares	MON VALLEY % SU's User Pop.	Shares Available	HQTRS Shares Taken by UNHS & Less Rescission (0.0016)	HQE Shares Retained by IHS & Less Rescission (0.0016)
			(1)	(2)	(3)	(4)	(5)	(6)
Hospitals & Clinics			\$60,029,165	\$526,998		\$65,979	\$65,232	\$641
101 Emergency Fund		X	4,141,376	0	13.144%	0	0	0
105 Management Initiatives		X	2,144,702	0	13.144%	0	0	0
106 A.C.O.G. Contract			102,749	1,056	13.144%	139	139	0
107 H.P./D.P. Initiatives		X	4,691,706	19,167	13.144%	2,519	2,516	0
110 N.E.C.I.		X	1,154,300	11,869	13.144%	1,560	1,558	0
111 Nurse Initiatives		X	1,396,319	13,405	13.144%	1,782	1,759	0
112 Nursing Costops		X	673,039	6,920	13.144%	910	908	0
113 Chief Clinical Consultant		X	289,041	2,972	13.144%	391	390	0
118 Research Projects		X	1,332,873	13,636	13.144%	0	0	0
119 A.A.I.P. Contract		X	27,859	287	13.144%	38	38	0
120 Clinical Support Center-Phoenix		X	1,805,135	19,637	13.144%	2,581	2,577	0
121 Costops-Non Physicians		X	84,792	871	13.144%	114	114	0
123 Physician Residency		X	287,421	2,956	13.144%	389	388	0
124 Recruitment/Retention		X	2,176,692	22,382	13.144%	2,942	2,937	0
125 U.S.U.H.S., etc.		X	3,182,082	32,722	13.144%	4,301	4,294	0
126 D.I.R. Support Fund		X	22,494,664	231,352	13.144%	30,409	30,360	0
127 Evaluation		X	1,107,347	11,388	13.144%	0	0	0
128 National Indian Health Board		X	478,485	4,887	13.144%	642	0	641
129 Albuquerque Administration		X	928,174	10,790	13.144%	1,418	1,416	0
130 Nutrition Training Center		X	359,610	3,997	13.144%	525	525	0
131 Diabetes Program-Albuquerque HQ		X	1,340,034	14,361	13.144%	1,888	1,885	0
132 Cancer Prevention-Albuquerque HQ		X	745,971	8,045	13.144%	1,057	1,056	0
133 Health Records		X	142,025	1,151	13.144%	151	151	0
135 Handicapped Children		X	360,403	3,895	13.144%	512	511	0
137 National DIR Support-Albuquerque HQ		X	8,642,366	89,252	13.144%	11,731	11,712	0

EBEGAY/OISD
Original Date: 10/21/2011

HEADQUARTERS CALCULATIONS

PFASs for FY 2012

TSA and Program Formula Lines, \$ in Pool, Allocable Shares, Shares for Contracted SUs, and Transfer Schedule

MONUMENT VALLEY (UTAH NAVAJO)	TSA	PF	\$ in HQ Shares Pool	KAYENTA'S Allocable Shares	MON VALLEY % SU's User Pop.	Shares Available	HQTRS Shares Taken by UNHS & Less Rescission (0.0016)	HQE Shares Retained by IHS & Less Rescission (0.0016)
			(1)	(2)	(3)	(4)	(5)	(6)
Dental Health			1,061,547	\$13,839		\$1,819	\$1,816	\$0
201 IHS Dental Program	x		1,061,547	13,839	13.144%	1,819	1,816	0
Mental Health			2,319,860	\$24,058		\$3,162	\$3,157	\$0
301 Technical Assistance	x		1,562,661	16,273	13.144%	2,139	2,136	0
302 C.M.I. Grants	x		646,528	6,648	13.144%	874	872	0
303 National Conference	x		110,671	1,137	13.144%	149	149	0
Contract Health Care			\$10,539,603	\$29,398		\$3,864	\$3,858	\$0
501 Fiscal Intermediary		x	\$7,683,626	0	13.144%	\$0	0	0
504 C.H.S. Reserve & Undistributed	x		\$2,855,977	29,398	13.144%	\$3,864	3,858	0
Direct Operations			\$17,195,246	\$176,716		\$23,227	\$23,190	\$0
1301 Direct Operations-Rockville	x		\$17,195,246	176,716	13.144%	\$23,227	23,190	0
Facilities & Envr. Hlth. Support			\$7,970,184	\$0		\$0	\$0	\$0
2401 San. Facilities Constr. Support		x	\$2,355,861	\$0	13.144%	\$0	0	0
2402 Environ. Health Svcs. Support		x	\$1,406,900	\$0	13.144%	\$0	0	0
2403 Facilities & Realty Support		x	\$2,296,288	\$0	13.144%	\$0	0	0
2404 Facilities Engineering Support		x	\$1,423,277	\$0	13.144%	\$0	0	0
2405 Engineering Services Support.		x	\$487,858	\$0	13.144%	\$0	0	0
GRAND TOTAL PER HQ/DFM			\$99,115,605	\$771,009	13.144%	\$98,051	\$97,253	\$641

1/ Navajo Nation contracted the Research and Evaluation Programs.

2/ UNHS elected to leave NHB shares with IHS-HQE.

EBEGAY/OISD

Original Date: 10/21/2011

ATTACHMENT E**NAVAJO AREA INDIAN HEALTH SERVICE
FY 2013 TITLE I CORE RESIDUAL PLAN**

OFFICE	TOTAL COST
OFFICE OF THE DIRECTOR	\$1,122,669
FINANCIAL MANAGEMENT BRANCH	\$720,223
DIVISION OF ADMINISTRATIVE SERVICES	\$217,187
CONTRACTS & GRANTS BRANCH	\$524,357
PERSONNEL MANAGEMENT BRANCH	\$337,810
MANAGEMENT INFORMATION SYSTEM	\$197,573
<u>OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING</u>	
Facilities Management:	\$369,840
Office of OEHE Director:	\$370,016
Sanitation Facilities Construction:	\$514,933
TOTAL TITLE I RESIDUAL PLAN	\$4,374,608

ATTACHMENT F

UTAH NAVAJO HEALTH SYSTEM, INC.
CONTRACT SUPPORT COST
FY 2013

	FY-2012 Funding	FY-2012 Less Rescission (.0016)	FY-2012 Shortfall Allocation	FY-2013 Funding Base
Direct CSC (Recurring)	522,591	(836)	1,083,070	1,604,825
Indirect CSC (Non-Recurring)	620,408	(993)	887,097	1,506,512
TOTAL	1,142,999	(1,829)	1,970,167	3,111,337