LEGISLATIVE SUMMARY SHEET
Tracking No. 0317-18

DATE: September 21, 2018

AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING FOR APPROVAL OF THE NAABIK'IYATI' COMMITTEE THE DESIGNATION OF THE UTAH NAVAJO HEALTH SYSTEM AS A NAVAJO NATION "TRIBAL ORGANIZATION" FOR A PERIOD OF TWENTY-FIVE (25) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING IT TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON COMPLIANCE WITH ALL TERMS AND CONDITIONS AS REQUIRED
AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES;

PURPOSE: The purpose of this legislation is to renew the revocable designation of "Tribal Organization" to the Utah Navajo Health System for a period of twenty-five (25) years to contract to provide health services to the Navajo Nation under Public Law 638.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate review the proposed resolution in detail.

5-DAY BILL HOLD PERIOD
Website Posting Time/Date 5:15pm 9/27/18
Posting End Date 10/2/2018
Eligible for Action 10/3/2018

PROPOSED STANDING COMMITTEE RESOLUTION

23rd NAVAJO NATION COUNCIL -- Fourth Year, 2018

INTRODUCED BY

(Prime Sponsor)

TRACKING NO. 0317-18

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING FOR APPROVAL OF THE NAABIK'IYATI' COMMITTEE THE DESIGNATION OF THE UTAH NAVAJO HEALTH SYSTEM, INC. AS A NAVAJO NATION "TRIBAL ORGANIZATION" FOR A PERIOD OF TWENTY-FIVE (25) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING IT TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON COMPLIANCE WITH ALL TERMS AND CONDITIONS AS REQUIRED

BE IT ENACTED:

SECTION ONE. AUTHORITY

A. The Health, Education and Human Services Committee (Committee) is an established Committee of the Navajo Nation Council. 2 N.N.C. §400(A).

B. The Health, Education and Human Services Committee exercises oversight responsibility over all matters related to health on the Navajo Nation. 2 N.N.C. §400 (C)(1)

C. The Health, Education and Human Services Committee exercises authority to review and recommend the authorization and designation of a for-profit or non-profit health or social services organization as a tribal organization for the purposes of contracting or compacting under the Indian Self-Determination and Education Assistance Act. 2 N.N.C. § 401 (6)(e)

D. Navajo Nation Council Resolution CJY-33-10 authorized the previously existing Intergovernmental Relations Committee of the Navajo Nation Council to act as final approval authority, only upon a recommendation for approval by the Health, Education and Social Services Committee and each of the Navajo Nation Chapters to be served, for all additional designations of "tribal organizations". CJY-33-10

E. Upon reorganization of the Navajo Nation Council and Committees the Naabik'iyati Committee assumed, unless otherwise specified, all the responsibilities of the previous Navajo Nation Council's Intergovernmental Relations Committee and the Health, Education and Social Services Committee was renamed the Health, Education and Human Services Committee. CAP-10-11

F. The Naabik'iyati' Committee of the Navajo Nation Council, only upon the recommendation for approval by the Health, Education and Human Services Committee and the approval of each of the Navajo Nation Chapters to be served, is to act as the final authority for approving the revocable designation of "tribal organization" for purposes of contracting under the Indian Self-Determination Act (P.L. 93-638, as amended).

SECTION TWO. FINDINGS

A. The Utah Navajo Health System, Inc. has requested to be designated a "tribal organization" for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended). See Exhibit A.

B. The Utah Navajo Health System, Inc. serves the Navajo Nation Chapters of NaaTsis'Aan, Teec Nos Pos, Blue Mountain Diné Community Chapter, Aneth, Red Mesa, Oljato.

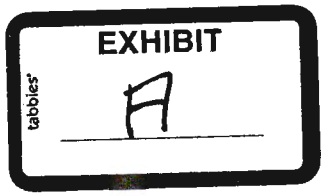
C. The Utah Navajo Health System, Inc. proposal for designation of "tribal organization" has been endorsed by separate resolutions adopted by all the named respective Chapters. See Exhibit A, Tab No. 4.

D. The Health, Education and Human Services Committee of the Navajo Nation Council finds it to be in the best interest of the Navajo Nation to approve and recommend to the Naabik'iyati' Committee that the Utah Navajo Health System, Inc. be given the revocable designation of "tribal organization" for a period of twenty-five (25) years, beginning October 1, 2020 and ending September 30, 2045, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended), subject to the Terms and Conditions as found attached at Exhibit B.

Section Three. Approval

A. The Health, Education and Human Services Committee of the Navajo Nation Council hereby approves and recommends to the Naabik'iyati' Committee that the Utah Navajo Health System, Inc. be given the revocable designation of "tribal organization" for a period of twenty-five (25) years, beginning October 1, 2020 and ending September 30, 2045, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended), subject to the Terms and Conditions as found attached at Exhibit B.

B. The recommendation of the Health, Education and Human Services Committee is contingent on there being no changes to the Terms and Conditions as found at Exhibit B without the approval of the Health, Education and Human Services Committee.



UTAH NAVAJO HEALTH SYSTEM, INC.

East Hwy 162, P.O. Box 130, Montezuma Creek, UT 84534

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CJY-33-10

RESOLUTION OF THE
NAVAJO NATION COUNCIL

AN ACTION

RELATING TO HEALTH AND INTERGOVERNMENTAL RELATIONS; AUTHORIZING EXISTING AND FUTURE QUALIFYING TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTORS, TO ENTER INTO TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH CAPACITY BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2020, AND ESTABLISHING A PROCEDURE FOR ADDITIONAL TITLE I CONTRACTORS TO ENTER INTO TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED)

BE IT ENACTED:

1. The Navajo Nation Council hereby authorizes the Winslow Indian Health Care Center, Inc., the Tuba City Regional Health Care Corporation and the Utah Navajo Health Systems Inc., as tribal organizations for the purpose of managing and operating under Title V, the Indian Self-Determination Act (P.L. 93-638, as amended), all programs, functions, services and activities (PFSAs) for which those tribal organizations currently contract or are eligible, including planning, design and construction projects within each tribal organizations' service area, under Title I of the Indian Self-Determination Act (P.L. 93-638, as amended), beginning October 1, 2010 and ending September 30, 2020, provided, however, that the decision whether and when to enter Title V Self-Governance shall be within the sole discretion of each tribal organization's Board of Directors and nothing in this resolution shall affect the tribal organizations' existing authority to operate under Title I, the Indian Self-Determination Act (P.L. 93-638, as amended), contracts if they choose to continue under Title I. Nothing in this Resolution shall affect or amend Resolutions CAP-35-02 and CJN-35-05.

2. The Navajo Nation Council further conditions the revocable authorizations set forth herein and the revocable authorization, and authority for approval of participation in Title V, the Indian Self-Determination Act (P.L. 93-638, as amended), Self Governance, of additional tribal organizations as set forth herein upon the complete and continuing compliance of the tribal organizations with all conditions set forth in the form of Exhibit "A".

3. In authorizing Winslow Indian Health Care Center, Inc., Tuba City Regional Health Care Corporation, Inc., and Utah Navajo Health Systems, Inc. to participate in Title V Self-Governance, the Navajo Nation Council finds that each of these tribal organizations has satisfactorily completed a planning phase, which has included legal and budgetary research, internal tribal government planning and organizational preparation relating to the administration of the health care programs each tribal organizations operates.

4. The Navajo Nation Council hereby specifically delegates to the Intergovernmental Relations Committee, the authority to approve of additional tribal organizations' participation in Title V, the Indian Self-Determination Act (P.L. 93-638, as amended), upon a recommendation for approval by the Health and Social Services Committee, and each of the Navajo Nation Chapters which will be served under the Title V, Indian Self-Determination Act (P.L. 93-638, as amended), Compact and Funding Agreement; provided, that no additional tribal organizations shall be approved by the Intergovernmental Relations Committee, to operate under Title V in the absence of a recommendation for approval by the Health and Social Services Committee, and each of the Navajo Nation Chapters which will be served under the Title V agreement. The Navajo Nation Chapter Resolutions from the Chapters served by the Winslow Indian Health Care Center Inc., Tuba City Regional Health Care Corporation Inc., and Utah Navajo Health Systems Inc., are attached as Exhibit "B".

5. Nothing in this Resolution shall affect or amend Resolutions CAP-35-02 and CJN-35-05 in the form of Exhibit "C".

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 67 in favor and 0 opposed, this 21st day of July, 2010.

Lawrence T. Morgan, Speaker
Navajo Nation Council

26 July 10
Date

Motion: GloJean Todacheene
Second: Amos Johnson

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(c), 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 PFSAs 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, mandatories, 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 PFSAs 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(c) 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(c) [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 IHCIA 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 2013Area 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

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Navajo Area
Indian Health Service
P.O. Box 9020
Window Rock, Arizona 86515-9020

AUG 3 0 2017

To be delivered via UPS

Michael Jensen, Chief Executive Officer
Jamie Harvey, Board President
Utah Navajo Health System, Inc.
East Highway 262
Montezuma Creek, UT 84534

RE: MOA (Commission Officers)

Dear Mr. Jensen & Mr. Harvey,

The Memorandum of Agreement (MOA)'s have all been signed. Please find enclosed a copy of each MOA between the Indian Health Service (IHS) and the Utah Navajo Health System, Inc. for the assignment period.

Please confirm by e-mail that you have received the single (1) signed agreement copies. If you have any questions, please contact our office at (928) 871-1312.

Sincerely,

Michelle Begay

Michelle S. Begay, Project Manager/ALN
Office of Indian Self Determination, NAIHS

Enclosure

cc: CAPT Brian Johnson, Acting Area Director, NAIHS
Alva Tom, Director, OISD
Roselinda White, Acting Director, Human Resources, NAIHS
Navajo Region Commission Personnel Liaison

Utah Navajo Health System, Inc.

CO List - 8/10/2017

Name	Position/Title
Gilson, Brian J.	Staff Pharmacist

INDIAN HEALTH SERVICE
MEMORANDUM OF AGREEMENT
UNDER Public Law 93-638, AS AMENDED Sec. 104 (b)

I. AUTHORITY.

Pursuant to Public Law 93-638 and its amendments, the Indian Health Service (IHS) and the **Utah Navajo Health System, Inc.,** (hereafter Tribal Organization) hereby enter into an agreement for the assignment of (O-4), LCDR Brian J. Gilson, SSN: 529-57-3885

II. PURPOSE.

This Memorandum of Agreement (MOA) sets forth the mutually agreed upon rules and procedures governing the assignment of United States Public Health Service (USPHS) Commissioned Corps (Corps) Officers, Department of Health and Human Services (HHS), to **Utah Navajo Health System, Inc.**. The purposes of the MOA are to (1) establish and clarify rules and procedures relative to the assignment and service of Corps Officers to **Utah Navajo Health System, Inc.** with the services to meet its organizational mission; (2) establish a single point of contact for general administration of this MOA as it relates to personnel management.

Execution and management of programmatic functions are not specifically addressed within this MOA, except to the extent necessary to clarify the Corps personnel issues and requirements that are the focus of this MOA.

III. JUSTIFICATION FOR THE ASSIGNMENT.

A. The reason for the Tribal Organization requesting this assignment is as follows:

(1) To assist the Tribal Organization in carrying out compacted responsibilities in providing health program services to the American Indians/Alaska Natives (AI/AN) residing in the service area of Montezuma Creek, Utah, under the Public Law (P.L) 93-638, as amended.

(2) The Tribal Organization is requesting the assistance of the IHS to help fill the position with a USPHS Commissioned Corps Officer.

B. The IHS has approved this assignment to assist the Tribal Organization for the following reasons:

(1) This assignment is being approved to enhance and strengthen the delivery of health programs to the community by providing a USPHS Commissioned Corps Officer (Officer).
(2) The Tribal Organization agrees to support the Officer with all aspects associated with an Officer's career and will assist with all requirements placed on the Officer by the Office of the Surgeon General and the IHS.

C. The specific objectives of this assignment are as follows:

(1) To provide **PHARMACIST** services to the AI/AN population serviced by the Tribal Organization.

IV. POSITION DATA AND SUPERVISION.

A. The officer is a member of the USPHS Commissioned Corps and as such is assigned at the request of the IHS to the Tribal Organization.

B. The officer will be assigned an IHS official, who will be known as the "Federal Supervisor" and a Tribal Supervisor. The Federal Supervisor will exercise administrative responsibility over the Officer while on assignment (including serving as the Reviewing Official for all issues associated with this Officer, i.e., reviewing Commissioned Officers Effectiveness Reports (COER), serving as second-level review of grievances by the Officer, settling leave disputes, retirement and etc.). This official will also provide or assist in arranging for necessary technical consultation if requested by the Officer or the Tribal supervisor.

C. The Tribal supervisor will assign work, provide the Officer with a work schedule, approve leave, evaluate the Officer's performance and forward to the Federal Supervisor, and maintain adequate documentation to support any requests for awards for the Officer or for disciplinary actions against the Officer. The Officer will adhere to the chain of command within both the Tribal Organization and the Federal chain of command as prescribed. The Tribal supervisor will seek counsel from the Federal Supervisor for guidance on procedures, policies and management of the assigned USPHS Commissioned Corps Officer. The Tribal Supervisor will keep the Federal Supervisor informed of any issue(s) that may prevent the Officer from performing his or her duties as agreed upon under this MOA.

D. The Officer will be directly responsible for performance of day-to-day activities under the supervision of the assigned Tribal Supervisor.

E. The Officer's billet will be assigned by the Regional Division of Commissioned Personnel Support based upon the Tribal Organization position description submitted. If a billet update is requested by the **Utah Navajo Health System, Inc.**, the updated position description which documents newly assigned responsibilities will be provided to the Regional Division of Commissioned Personnel Support for review and process of a billet update in accordance with applicable USPHS Commissioned Corps policies and procedures.

F. This agreement refers only to the conditions which will prevail when an individual USPHS Commissioned Officer is assigned to a Tribal Organization pursuant to all applicable laws, regulations, and policies of the Federal Agencies involved. It in no way obligates the IHS to provide specific resources or services other than for the time periods and under the conditions specified. Moreover, it is contingent upon:

(1) The continued willingness of the Officer to serve in the assignment and the Tribal Organization's willingness to retain the Officer.

(2) The Public Health Service's approval to allow the Officer to continue to serve in the specified capacity.

(3) Nothing in this memorandum of agreement precludes an Officer from applying for and accepting a position at another site after serving an initial two years at this site. (The Director, IHS, has a policy that requires an Officer serve at a site for two years before transferring.)

V. TERMINATION OF ASSIGNMENT.

A. Termination by Mutual Consent. This agreement may be terminated at anytime by mutual consent of both the IHS and Tribal Organization upon 180 days advance written notice from either party of its intention to terminate the agreement.

B. Termination by Unilateral Decision for Cause. A unilateral decision to terminate the MOA with just cause, may include, but not be limited to a material breach of this MOA by the other party or based on conduct of the Officer that would constitute a serious violation of his or her duties as a USPHS Commissioned Corps Officer. This may only be undertaken on the basis of documented unsuitability (medical or otherwise), misconduct and/or disciplinary problems, or irresolvable performance issues. The IHS shall take such steps as are necessary to reassign the Officer including but not limited to activation of the IHS Agency-Wide Commissioned Corps Reassignment Program. The Tribal Organization will be responsible to pay salary, fringe benefits and costs until a reassignment can be located for the Officer within the 180 day notification period. Once the transfer personnel order is issued, the Tribal Organization will be responsible for payment of the permanent change of station costs.

C. Termination by Unilateral Decision without Cause. In the event the Tribal Organization terminates the MOA without cause the Tribal Organization will be responsible for all reimbursable costs for the Officer as well as any permanent change of station costs related to the cancellation until the Officer is retired, separated, or is successfully placed in another position.

D. If an Officer is being considered for termination under this subsection, the Tribal Organization will assist in its investigation of the reason for the cancellation. The IHS will fully investigate the matter and develop and forward a complete record of documentation sufficient to permit the IHS to take appropriate action. Any action taken against an Officer must be consistent with the regulations and policies governing detailed USPHS Commissioned Corps Officers contained within the USPHS Commissioned Corps policy issuances and other Corps guidance in the USPHS Commissioned Corps Issuance System (eCCIS).

E. Furthermore, upon termination of the MOA, the IHS is not obligated to continue to detail a replacement Officer of similar competency. The final decision, whether to provide the **Utah Navajo Health System, Inc.** with a replacement Officer, will be at the discretion of the IHS.

VI. COSTS OF REIMBURSABLE ASSIGNMENT.

The following expenses incident to the employment and travel of the Officer will be paid by the IHS to, or on behalf of, the Officer. The Tribal Organization agrees to reimburse the IHS for the costs thereof in the manner as outlined in the respective Area Funding Agreement.

A. All costs associated with the detail of an Officer which includes, but is not limited to, pay and allowances, including basic pay, subsistence allowance, basic allowance for housing, cost-of-living adjustments (COLA), special pays, longevity increases, promotion increases, and periodic pay increases in accordance with Title 37, *United States Code.*

B. Costs of travel for the Officer and transportation of his or her immediate family, household goods, and personal effects to the assigned duty station and from the assigned duty station upon inactivation, retirement, and travel for training or cancellation of the MOA are governed by the Joint Federal Travel Regulations of the Uniformed Services (JFTR) and will be paid for by the Tribal Organization. Travel and transportation expenses incurred as a result of travel officially directed by the Tribal Organization will be paid by the Tribal Organization according to the JFTR. All Officers are to have a Federal travel order (HHS-1) in their possession when traveling.

C. Estimated annual costs for all pays and allowances will be provided by IHS Division of Commissioned Personnel Support as needed. Actual amounts to be determined by the PHS.

D. Other estimated costs:

(1) Costs for lump sum payment of leave for Officers separating or retiring from the USPHS Commissioned Corps while assigned under the provision of this MOA.

(2) The Federal Government's share of costs for Servicemen's Group Life Insurance and Social Security Coverage.

E.The Federal Government's share of cost for the administrative obligations incurred by this MOA. These costs will include but not limited to the following:

(1)Administrative costs associate with the processing of the MOA and permanent change of station (PCS) documents; and

(2)Payroll assessment charges associated with the MOA and costs associated for the support for the administration of the Corps

VII. CONTINGENCY EXPENSES.

If any of the following events should occur while the Officer is on assignment, the expenses indicated will be defrayed by the USPHS.

A. Death of the Officer, expenses for:

(1) Transportation of dependents and shipment of household goods and personal effects to a place selected by the survivors.

(2) Burial, including transportation of body to place of burial.

(3) Death gratuity.

(4) Lump-sum leave payment for earned but unused annual leave.

B. Death of Dependent, expenses for transportation of the body to the place of burial.

VIII. RIGHTS AND BENEFITS.

A. Hours of duty are to be determined in agreement by the Tribal Organization and the Officer with management scheduling Officers as they deem necessary to accomplish the goals and objectives of the work unit to which the Officer is assigned. In case of a disagreement with working hours, the Federal Supervisor will be consulted on the appropriate working hours.

B. The Officer is entitled to annual and sick leave in accordance with Federal law (42 *United States Code* 210-1), regulations, and procedures. Sick leave is granted as needed. All sick leave must be approved on a leave slip in the same manner as annual leave. The Officer's annual leave accrues at the rate of 30 days annual leave per year or, for part of a year, at the rate of 2 1/2 days of leave for each month. Any leave in excess of 60 days on December 31 of any year is lost. Annual, administrative, and sick leave will be recommended by the immediate supervisor and approved by the Leave Granting Authority (the Federal Supervisor or (his or her) designee). This authority cannot be re-delegated. The Leave Granting Authority will promptly report, on form PHS-1345 to the Leave Maintenance Clerk all leave approved and used. The Officer may be excused from duty on all Federal and Tribal Organization holidays without charge to annual leave. Station leave (i.e., leave of less than a full workday) may be granted by the supervisor without charge to annual leave. Upon transfer of an Officer, up to three days of administrative leave for moving household goods shall be approved or disapproved by the Federal Supervisor. Emergency leave may be granted verbally by the authorizing official, until the Officer returns to duty. At that time a

form PHS-1345 must be completed and forwarded to the leave clerk.

C. The Officer's coverage under the Servicemen's Group Life Insurance Program and Social Security continues while on this assignment. The Officer's share of costs for coverage will be withheld from the Officer's salary.

D. The period of assignment is creditable toward longevity increases in pay.

E. The Officer's entitlement to Post Exchange, Navy Exchange, and Commissary privileges at facilities of the Armed Forces and medical care for self and dependents continues while on this assignment. Likewise, the period of this assignment is creditable service in determining eligibility for benefits administered by the Veterans Administration.

F. The period of assignment is creditable towards a USPHS Commissioned Corps retirement.

G. Officers are generally covered under the Federal Tort Claims Act provided they are acting within the scope of their official responsibilities. This determination will be made on a case-by-case basis as claims or suits arise.

H. The Tribal Organization agrees to reimburse the Officer for any professional state licensure fees when such a license is required by the Tribal Organization for the performance of its work, if the Officer agrees to secure such a license. However, under the Federal Supremacy doctrine, a USPHS Commissioned Corps Officer who meets the Corps' professional licensure requirements does not have to obtain a state license when assigned to a Tribal Organization. The Officer remains responsible for payment of his or her license which was the initial qualifying license for federal employment. Provision of funds for continuing education is at the discretion of the Tribal Organization.

I. When competent medical authority determines that an Officer requires medical services that should be performed outside the local area of the duty station, the local program or Tribal Organization shall issue travel orders and pay for such travel, which will be performed in a temporary duty status. If additional travel to a second facility is required, it shall be performed in an inpatient status and such travel shall be authorized on travel orders by the official in charge of the first medical facility. Payment or reimbursement for such travel will be paid in accordance with the applicable provisions of the JFTR. When the Medical Affairs Branch (MAB), Office of Commissioned Corps Support Services (OCCSS) directs the medical care to be provided, the MAB will reimburse the applicable organization for the associated travel and transportation costs. Travel incident to medical care must be preapproved by the MAB. The costs of inpatient-to-inpatient transfers are payable by the MAB. All other travel and transportation costs not covered above are funded by the Officer's Tribal Organization.

J. The Tribal Organization is to pay for additional costs associated with security clearances that may be required for the Officer (i.e., the Indian Child Protection and Family Violence Act compliance). If the costs are incurred by the IHS, the costs will be withheld from the contract of compact award.

K. The Tribal Organization will support the officer's participation in the Officers Basic Course (OBC). They will generally be scheduled to take place during the first two weeks of each month. The Office of Commissioned Corps Operations (OCCO) will pay for all travel and per diem related to participation in OBC.

L. The Tribal Organization recognizes and agrees that all officers are required by the Surgeon General to purchase and wear the appropriate uniforms as prescribed by the National Uniform Authority Officers assigned to the IHS are required to wear the uniform daily.

IX. APPLICABILITY OF RULES, REGULATIONS, AND POLICIES.

A. The rules and policies governing the internal operation and management of the Tribal Organization to which assigned will apply to the Officer.

B. Sections 203, 205, 207, 208, and 209 of Title 18, *United States Code*, relating to conflicts of interest, shall apply to the Officer while on assignment.

C. The Officer shall not engage in any political activities prohibited to Federal employees under the Hatch Act (*United States Code*, Section 7321 et seq.), or other applicable Federal Statues, rules, or regulations.

D. The rules and policies of both the HHS and the Tribal Organization, governing standards of conduct shall apply to the Officer, except that:

(1) The USPHS will be responsible for any disciplinary or adverse action that may be appropriate. It is the responsibility of the immediate supervisor to keep appropriate documentation of the Officer's performance and attendance. Such documentation will be made available upon request to Federal Supervisors should the need for disciplinary action against the Officer be requested by the Tribal Organization. The Federal Supervisor or Regional Liaison will consult with and consider the views of the non-Federal supervisor prior to imposing any disciplinary or adverse action against the Officer.

(2) Request for approval of outside work, writing or editing activities, etc., shall be submitted to the Federal Supervisor, through the Tribal Supervisor, for processing to obtain approval or disapproval in accordance with HHS regulations and policies.

(3) In the event of a conflict between policies, regulations, or rules of the USPHS Commissioned Corps and rules of a Tribal Organization, the rules of the

USPHS Commissioned Corps shall prevail.

E. Performance evaluations, also known as a "Commissioned Officers Effectiveness Report" shall be submitted for each Officer assigned to a Tribal Organization at least once per year, or more frequently as may be requested by the Federal Supervisor. The COER shall be completed in accordance with procedures established by OCCO. Officers must provide the Tribal Supervisor (Rating Official) with the COER input and required information with in the time frames defined by OCCO. The Tribal Supervisor is required to complete the COER for the Officer within the time frames defined by OCCO or as requested by the Federal Supervisor.

F. The Officer will promptly report to the Office of Commissioned Corps Support Services, Compensation Branch (OCCSS/CB), ESS/PSC Room 4-50, 5600 Fishers Lane, Rockville, MD 20857-0001, any change in dependency status.

G. All USPHS Commissioned Corps Officers on a MOA are subject to recall and deployment by the President of the United States, the Secretary, HHS, or the Surgeon General, USPHS, at any time. In the event that this Officer is recalled for an extended period of time, the IHS, although not obligated to do so, may attempt to recruit or supply a replacement if so desired by the Tribal Organization. While this MOA is in place, the Tribal Organization is responsible for all salary and fringe costs associated with this Officer during the time that the Officer is deployed by the USPHS to another location. The IHS although not obligated to do so, may also attempt to seek reimbursement for costs associated when Officers are deployed and will credit to the Tribal Organization any reimbursements received for the deployment of this Officer while this Officer is on the MOA to the Tribal Organization.

X. PERIOD OF ASSIGNMENT.

A. The assignment is for the period beginning **October 1, 2016** and ending upon the effective date of a personnel order that reassigns, retires, otherwise separates the Officer from the USPHS, or upon a revision of the MOA.

B. If either party intends to cancel this assignment of the Officer, that party shall give written notice to the other party no less than 180 days prior to the termination of the assignment.

C. Nothing in this memorandum of agreement precludes an Officer from applying for and accepting a position at another site after serving an initial two years at this site. (The Director, IHS, has a policy that requires an Officer serve at a site for two years before transferring.)

XI. METHOD OF PAYMENT.

Expenses incident to this agreement will be paid in accordance with the funding agreement between the IHS and **Utah Navajo Health System, Inc.**

XII. APPROVAL.

Utah Navajo Health System, Inc.

Jamie Harvey, UNHS Board President — Date: 8.15.17

Director, Navajo Area Indian Health Service

CAPT Brian Johnson, NAIHS Acting Area Director — Date: 08/25/2017

MOA for: LCDR Brian J. Gilson

Utah Navajo Health System, Inc.

Financial Statements and Supplementary Information

Years Ended June 30, 2017 and 2016

WIPFLi LLP
CPAs and Consultants

WIPFLI LLP

Independent Auditor's Report

Board of Directors
Utah Navajo Health System, Inc.
Montezuma Creek, Utah

Report on the Financial Statements

We have audited the accompanying financial statements of Utah Navajo Health System, Inc., which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Utah Navajo Health System, Inc., as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States.

Other Matters

Other Information
Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The supplementary information appearing on pages 26 through 28, which includes the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (the "Uniform Guidance"), is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2017, on our consideration of Utah Navajo Health System, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Utah Navajo Health System, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Stondords* in considering Utah Navajo Health System, Inc.'s internal control over financial reporting and compliance.

Wipfli LLP

Wipfli LLP

Minneapolis, Minnesota
December 19, 2017

Utah Navajo Health System, Inc.

Statements of Financial Position

June 30, 2017 and 2016

Assets	2017	2016
Current assets:		
Cash	$ 43,278,978	$ 29,028,428
Patient accounts receivable - Net	1,828,685	1,097,459
Grants receivable	-	379,643
Contract and other receivables	442,985	358,838
Due from third-party reimbursement programs	221,682	109,292
Related-party receivables	58,422	152,204
Prepaid expenses	56,179	58,213
Total current assets	45,886,931	31,184,077
Investments	3,411,896	3,074,891
Property and equipment - Net	11,647,805	6,917,656
Other assets:		
Goodwill and other intangible assets	566,745	-
Related-party loan	3,717,136	3,717,136
Investment in joint ventures	1,500,000	1,500,000
Total other assets	5,783,881	5,217,136
TOTAL ASSETS	$ 66,730,513	$ 46,393,760

Liabilities and Net Assets	2017	2016
Current liabilities:		
Accounts payable	$ 2,180,108	$ 1,147,545
Accrued expenses and other liabilities	1,164,436	1,036,611
Unearned grant revenue	1,060,570	2,697,414
Total current liabilities	4,405,114	4,881,570
Net assets:		
Unrestricted		
Designated for net property and equipment	11,647,805	6,917,656
Undesignated	50,677,594	34,594,534
Total net assets	62,325,399	41,512,190
TOTAL LIABILITIES AND NET ASSETS	$ 66,730,513	$ 46,393,760

See accompanying notes to financial statements.

Utah Navajo Health System, Inc.

Statements of Activities

Years Ended June 30, 2017 and 2016

	2017	2016
Unrestricted revenue and other support:		
Patient service revenue - Net of contractual allowances and discounts	$ 21,829,518	$ 19,976,305
Provision for bad debts	(319,237)	(366,269)
Net patient service revenue	21,510,281	19,610,036
Grants:		
Indian Health Services	12,648,860	13,378,027
Consolidated Health Centers	3,606,885	3,381,708
Other	1,568,183	1,244,255
Total grants	17,823,928	18,003,990
Contract service	1,915,904	2,194,302
Other operating income	17,395,069	294,296
Total unrestricted revenue and other support	58,645,182	40,102,624
Expenses:		
Program services:		
Medical	19,222,396	18,090,039
Dental	4,927,152	3,492,045
Behavioral health	1,234,222	942,680
Total program services	25,383,770	22,524,764
Management and general	12,731,783	10,466,182
Fundraising	132,979	119,994
Total expenses	38,248,532	33,110,940
Operating income	20,396,650	6,991,684
Investment income (loss)	416,559	(7,777)
Excess of revenues over expenses and changes in net assets	20,813,209	6,983,907
Net assets at beginning	41,512,190	34,528,283
Net assets at end	$ 62,325,399	$ 41,512,190

See accompanying notes to financial statements.

Utah Navajo Health System, Inc.

Statements of Functional Expenses

Year Ended June 30, 2017

	Program Services				Support Services		
	Medical	Dental	Behavioral Health	Total Program Services	Management and General	Fundraising	Total Expenses
Expenses:							
Payroll and related expenses:							
Salaries and wages	$ 7,985,537	$ 2,302,142	$ 668,191	$ 10,955,870	$ 4,126,402	$ 118,382	$ 15,200,654
Payroll taxes and employee benefits	3,123,863	855,740	275,690	4,255,293	2,850,436	14,597	7,120,326
Total payroll and related expenses	11,109,400	3,157,882	943,881	15,211,163	6,976,838	132,979	22,320,980
Professional services	3,715,520	636,840	135,663	4,488,023	512,270	-	5,000,293
Contracted services	499,072	141,081	36,519	676,672	848,454	-	1,525,126
Board expenses	-	-	-	-	90,934	-	90,934
Training and travel	635,616	60,992	88,138	784,746	385,043	-	1,169,789
Supplies	2,636,318	883,989	22,020	3,542,327	416,729	-	3,959,056
Repairs and maintenance	31,756	34,415	1,177	67,348	124,676	-	192,024
Equipment rental	561,502	3,607	172	565,281	539,011	-	1,104,292
Communications	-	-	-	-	273,215	-	273,215
Facilities	-	-	-	-	600,867	-	600,867
Insurance	-	-	-	-	247,833	-	247,833
Interest	-	-	-	-	111	-	111
Other	33,212	8,346	6,652	48,210	455,360	-	503,570
Depreciation	-	-	-	-	1,260,442	-	1,260,442
Total expenses	$ 19,222,396	$ 4,927,152	$ 1,234,222	$ 25,383,770	$ 12,731,783	$ 132,979	$ 38,248,532

Utah Navajo Health System, Inc.

Statements of Functional Expenses (Continued)

Year Ended June 30, 2016

	Program Services				Support Services		
	Medical	Dental	Behavioral Health	Total Program Services	Management and General	Fundraising	Total Expenses
Expenses:							
Payroll and related expenses:							
Salaries and wages	$ 7,725,378	$ 1,697,263	$ 548,718	$ 9,971,359	$ 3,660,632	$ 106,405	$ 13,738,396
Payroll taxes and employee benefits	3,039,111	749,526	251,057	4,039,694	2,600,517	13,589	6,653,800
Total payroll and related expenses	10,764,489	2,446,789	799,775	14,011,053	6,261,149	119,994	20,392,196
Professional services	3,381,368	410,359	57,903	3,849,630	183,957	-	4,033,587
Contracted services	28,565	1,088	1,891	31,544	445,363	-	476,907
Board expenses	-	-	-	-	72,003	-	72,003
Training and travel	606,801	41,237	58,845	706,883	256,506	-	963,389
Supplies	2,603,041	564,975	15,637	3,183,653	277,064	-	3,460,717
Repairs and maintenance	22,374	3,819	156	26,349	77,487	-	103,836
Equipment rental	584,775	5,784	129	590,688	436,650	-	1,027,338
Communications	-	-	-	-	232,088	-	232,088
Facilities	-	-	-	-	531,025	-	531,025
Insurance	-	-	-	-	256,291	-	256,291
Other	98,626	17,994	8,344	124,964	325,426	-	450,390
Depreciation	-	-	-	-	1,111,173	-	1,111,173
Total expenses	$ 18,090,039	$ 3,492,045	$ 942,680	$ 22,524,764	$ 10,466,182	$ 119,994	$ 33,110,940

See accompanying notes to financial statements.

Utah Navajo Health System, Inc.

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	2017	2016
Increase (decrease) in cash:		
Cash flows from operating activities:		
Cash received from patients and third-party payors	$ 20,666,661	$ 19,918,011
Cash received from contracted services and other	19,320,608	2,771,218
Cash received from granting agencies	16,566,727	17,158,681
Interest income received	76,247	42,228
Cash paid for supplies and services	(12,342,881)	(11,300,674)
Cash paid for employees and benefits	(22,193,155)	(20,732,925)
Net cash provided by operating activities	22,094,207	7,856,539
Cash flows from investing activities:		
Proceeds from sale of property and equipment	27,886	-
(Purchases of) proceeds from investments	(54,703)	30,877
Amounts paid for goodwill and other intangible assets	(566,745)	-
Purchases of property and equipment	(7,250,095)	(2,153,128)
Net cash used in investing activities	(7,843,657)	(2,122,251)
Net increase in cash	14,250,550	5,734,288
Cash at beginning	29,028,428	23,294,140
Cash at end	$ 43,278,978	$ 29,028,428
Reconciliation of changes in net assets to net cash provided by operating activities:		
Excess of revenues over expenses and changes in net assets	$ 20,813,209	$ 6,983,907
Depreciation	1,260,442	1,111,173
(Gain) loss on disposal of property and equipment	(18,440)	52,569
Unrealized (gains) losses on investments	(275,246)	118,409
Realized gains on investments	(7,056)	(68,404)
Provision for bad debts	319,237	366,269
Changes in assets and liabilities:		
Patient accounts receivable - Net	(1,050,463)	50,998
Grants receivable	379,643	(366,150)
Contract and other receivables	(84,147)	353,569
Due from third-party reimbursement programs	(112,390)	(109,292)
Related-party receivables	93,782	(70,949)
Prepaid expenses	2,034	(12,219)
Accounts payable	2,282,621	266,547
Accrued expenses and other liabilities	127,825	(340,729)
Unearned grant revenue	(1,636,844)	(479,159)
Net cash provided by operating activities	$ 22,094,207	$ 7,856,539

See accompanying notes to financial statements.

Utah Navajo Health System, Inc.
Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies

Nature of Operations

Utah Navajo Health System, Inc. (the "Organization ") is a not-for-profit organization incorporated in the state of Utah, providing medical, dental, pharmacy, mental health, and ambulatory care services to members of the Navajo Nation and other low-income, uninsured, and underinsured patients in southeastern Utah. The Organization operates facilities in Montezuma Creek, Blanding, and Monument Valley, Utah, and Tonalea, Arizona.

Basis of Presentation

The Organization follows accounting standards contained in the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). The ASC is the single source of authoritative accounting principles generally accepted in the United States (GAAP) to be applied to nongovernmental entities in the preparation of financial statements.

Use of Estimates in Preparation of Financial Statements

The preparation of the accompanying financial statements in conformity with GAAP requires management to make estimates and assumptions that directly affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results may differ from these estimates.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Patient Accounts Receivable and Credit Policy

Patient accounts receivable are uncollaterized patient obligations that are stated at the amount management expects to collect from the outstanding balances. These obligations are primarily from local residents, most of whom are insured under third-party payor agreements. The Organization bills third-party payors on the patients' behalf, or if a patient is uninsured, the patient is billed directly. Once claims are settled with the primary payor, any secondary insurance is billed, less any applicable sliding fee discount, and patients are billed for copayment and deductible amounts that are the patients' responsibility. Payments on patient accounts receivable are applied to the specific claim identified on the remittance advice or statement. The Organization does not have a policy to charge interest on past due accounts.

Patient accounts receivable are recorded in the statements of financial position net of contractual adjustments and an allowance for doubtful accounts, which reflects management's best estimate of the amounts that won't be collected. Management provides for contractual adjustments under terms of third-party reimbursement agreements through a reduction of gross revenue and a credit to patient accounts receivable. Management also provides for probable uncollectible amounts, primarily for uninsured patients and amounts patients are personally responsible for, through a reduction of gross revenue and a credit to a valuation allowance.

Note 1: Summary of Significant Accounting Policies (Continued)

Patient Accounts Receivable and Credit Policy (Continued)

In evaluating the collectibility of patient accounts receivable, the Organization analyzes past results and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. Specifically, for receivables associated with services provided to patients who have third-party coverage, the Organization analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely.

For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the Organization records a provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The carrying amounts of accounts receivable are reduced by contractual and bad debt allowances that reflect management's estimate of uncollectible amounts.

Investments and Investment Income

The Organization carries investments in marketable securities with readily determined fair values and all investments in debt securities at their fair values in the statements of financial position. Investment income or loss and unrealized gains or losses are included in the statements of activities as increases or decreases in unrestricted net assets unless the income or loss is restricted by donor or law.

Note 1: Summary of Significant Accounting Policies (Continued)

Property and Equipment

Property and equipment is valued at cost if purchased or, if donated, at fair value at the date of donation. Depreciation is provided over the estimated useful life and is computed using the straight-line method. Leasehold improvements are amortized over the lesser of the term of the related lease or the estimated useful life. Gains or losses on disposition of equipment are reflected in income. Estimated useful lives range from 10 to 25 years for buildings, 3 to 25 years for leasehold improvements, 3 to 20 years for equipment and software, and 3 to 5 years for vehicles. Maintenance and repair costs are charged to expense as incurred.

Property and equipment acquired with grant funds are owned by the Organization while used in the programs for which they were purchased or in other future authorized programs. However, certain funding sources may have a reversionary interest in assets purchased with grant funds. Their disposition, as well as the ownership of any proceeds there from, is subject to funding source regulations. The property and equipment purchased with grant funds are normally restricted for use in specific program operations by the Organization.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted support and are excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Goodwill and Other Intangible Assets

Goodwill and purchased intangible assets result from business combinations. The Organization accounts for business acquisitions by allocating the purchase price to tangible and intangible assets acquired and liabilities assumed at their fair value; the excess of the purchase price over the allocated amount is recorded as goodwill.

The purchased intangibles are amortized over their useful lives. Goodwill is not amortized, but rather, is tested at least annually for impairment. There were no impairments of goodwill or intangible assets for the year ended June 30, 2017.

Impairment of Long-Lived Assets

The Organization reviews long-lived assets, which consist primarily of property and equipment with finite useful lives, for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of carrying amount or the fair value less costs to sell. During the years ended June 30, 2017 and 2016, the Organization determined that no evaluations of recoverability were necessary.

Note 1: Summary of Significant Accounting Policies (Continued)

Deferred Revenue

Revenue from grants and contracts designated for specific activities is recognized in the period when expenditures are incurred in compliance with grantor's restrictions. Cash received in excess of revenue recognized is recorded as deferred revenue or a refundable advance.

Classification of Net Assets

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

- *Unrestricted net assets* are those which are neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Thus, they include all net assets whose use has not been restricted by donors or by law. A designation of net assets shows the Organization's investment in property and equipment. Although these net assets are unrestricted, they are not readily convertable to liquid assets because of their long-term nature and use.

- *Temporarily restricted net assets* are subject to donor-imposed restrictions that may or may not be met, either by actions and/or the passage of time. When a restriction expires, temporarily restricted net assets are transferred to unrestricted net assets and reported in the statements of activities as net assets released from restrictions. The Organization has no temporarily restricted net assets at June 30, 2017 and 2016.

- *Permanently restricted net assets* are subject to donor-imposed stipulations that they be maintained permanently. Generally the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes. The Organization has no permanently restricted net assets at June 30, 2017 and 2016.

Excess of Revenue Over Expenses

The statements of activities include excess of revenue over expenses, which is considered the operating indicator. Changes in unrestricted net assets that are excluded from the operating indicator include contributions of long-lived assets, including assets acquired using contributions that by donor restriction were to be used for the purposes of acquiring such assets.

Note 1: Summary of Significant Accounting Policies (Continued)

Patient Service Revenue and Contractual Adjustments

Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and sliding fee scale discounts. Retroactive adjustments for cost-based settlements are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

For uninsured patients who do not qualify for sliding fee schedule discounts, the Organization recognizes revenue on the basis of its standard rates for services provided (or on the basis of discounted rates, if negotiated or provided by policy). On the basis of historical experience, a significant portion of uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are provided.

Uncompensated Care

The Organization provides uncompensated care to patients who meet certain criteria under its sliding fee schedule without charge or at amounts less than its established rates. The amount that charges are discounted from established rates under the sliding fee schedule is based on income and household size. Because the services are provided at a discounted fee, these discounts are considered charity care and not reported as revenue.

Grant Revenue

Grant revenue represents grants and contracts with the various federal, state, and local funding sources. In general, grant revenue is recognized under the following methods:

- *Cost reimbursement contracts* are reimbursed based on expenses incurred. The revenue is recognized in the accounting period when the expenses are incurred.

- *Performance contracts* are reimbursed based on accomplishment of contract objectives without regard for expenditures. Performance revenue is recognized in the accounting period when the contracted services have been performed.

Note 1: Summary of Significant Accounting Policies (Continued)

Contributions

Contributions are recognized when the donor makes a promise to give that is, in substance, unconditional. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and nature of any donor restrictions.

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of activities as net assets released from restrictions.

Functional Allocation of Expenses

Expenses are charged to each program based on direct expenditures incurred. Support service expenses are allocated to program services systematically based on the program benefited.

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an ordinary transaction between market participants at the measurement date. A three-tier hierarchy prioritizes the inputs used in measuring fair value. These tiers include Level 1, defined as observable inputs such as quoted market prices in active markets; Level 2, defined as inputs other than quoted market prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore, requiring an entity to develop its own assumptions. The asset's or liability's fair value measurement within the hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Income Taxes

The Organization is a tax-exempt corporation as described in Section 501(c)(3) of the Internal Revenue Code (the "Code") and is exempt from federal income taxes on related income pursuant to Section 501(a)(1)of the Code. The Organization is also exempt from state income taxes on related income.

Subsequent Events

Subsequent events were evaluated through December 19, 2017, which is the date the financial statements were available to be issued. A subsequent event is discussed in Note 12.

Note 2: Reimbursement Arrangements With Third-Party Payors

The Organization has agreements with third-party payors that provide for reimbursement to the Organization at amounts that vary from its established rates. A summary of the basis of reimbursement with major third-party payors follows:

Medicare

The Organization is a Medicare-certified Federally Qualified Health Center (FQHC). Prior to July 1, 2015, this qualification entitled the Organization to reimbursement at the lesser of cost (per encounter) or the maximum allowable rates per encounter, as determined annually by the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS), for covered Medicare services. The per-encounter rate is determined based on an annual cost report filed with the Medicare Administrative Contractor (MAC). The Organization's cost reports have been examined by the MAC for periods through June 30, 2015.

Beginning July 1, 2015, the Organization's FQHC reimbursement transitioned to a prospectively based payment system (PPS) under which FQHCs are paid 80% of the lesser of charges based on FQHC payment codes or the PPS rate, a national encounter-based rate with geographic and other adjustments. The FQHC PPS base rate is updated annually based on a FQHC market-based index.

Medicaid

The Organization has elected to participate in a Memorandum of Agreement (MOA) between federal Indian Health Services (IHS) and CMS. Under the MOA, the Organization is reimbursed at a negotiated rate of $391 per visit for calendar year 2017 and $368 per visit for calendar year 2016. The negotiated rate is updated annually and published in the *Federal Register*.

Other

The Organization has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment under these agreements includes prospectively determined rates per procedure and discounts from established charges.

Compliance

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include but are not necessarily limited to matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and billing regulations. Government activity with respect to investigations and allegations concerning possible violations of such regulations by health care providers has increased. Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as significant repayment for patient services previously billed. Management believes that the Organization is in compliance with applicable government laws and regulations. While no significant regulatory inquiries have been made of the Organization, compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time.

Note 2: Reimbursement Arrangements With Third-Party Payors (Continued)

The Centers of Medicare & Medicaid Services (CMS) has implemented a project using recovery audit contractors (RAC) as part of its further efforts to ensure accurate payments under the Medicare program. The project uses RACs to search for potentially inaccurate Medicare payments that might have been made to health care providers and were not detected through existing CMS program integrity efforts. Once a RAC identifies a claim it believes is inaccurate, the RAC makes a deduction from or addition to the providers's Medicare reimbursement in an amount estimated to equal the overpayment or underpayment. The provider may either accept or appeal the RAC's findings. The Organization's policy is to adjust revenue for decreases in reimbursement from the RAC reviews when these amounts can be estimated and to adjust revenue for increases in reimbursement from the RAC reviews when the increase in reimbursement is agreed on. As of June 30, 2017, the Organization has not been notified by the RAC of any potential reimbursement adjustments.

Note 3: Patient Accounts Receivable - Net

Patient accounts receivable - net consisted of the following at June 30, 2017 and 2016:

	2017	2016
Patient accounts receivable	$ 3,809,119	$ 1,701,941
Less:		
Allowance for uncollectible accounts	(183,482)	(160,000)
Contractual adjustments	(1,796,952)	(444,482)
Patient accounts receivable - Net	$ 1,828,685	$ 1,097,459

The Organization's allowance for doubtful accounts for self-pay patients decreased from 94% of self-pay accounts receivable at June 30, 2016, to 59% of self-pay accounts receivable at June 30, 2017. The Organization has not changed its uncompensated care policy during fiscal 2017 or 2016.

Note 4: Grants Receivable

Grants receivable represented amounts due from the following funding sources at June 30, 2017 and 2016:

	2017	2016
Indian Health Services - Special diabetes program for Indians	$ -	$ 309,047
Utah Department of Human Services	-	28,169
Arizona Family Health Partnership	-	30,086
Utah Office for Victims of Crime	-	12,341
Totals	$ -	$ 379,643

Note 5: Investments

Investments consisted of the following at June 30, 2017 and 2016:

	2017	2016
Common stock	$ 919,519	$ 887,165
Corporate bonds	1,230,093	1,135,718
Mutual funds:		
Alternative	257,099	237,182
U.S. Mid Cap	292,118	253,816
U.S. Small Cap	186,880	153,204
International	366,367	342,241
Emerging markets	117,936	50,099
Real estate investment trusts	41,884	15,466
Total investments	$ 3,411,896	$ 3,074,891

Investments, in general, are exposed to various risks such as interest rate, credit, and overall market volatility. Because of the level of risk associated with certain investments, it is reasonably possible that changes in the values of certain investments will occur in the near term and that such changes could materially affect the amounts reported in the financial statements.

Investment income (loss) consisted of the following for the years ended June 30, 2017 and 2016:

	2017	2016
Interest on bank deposits	$ 76,247	$ 42,228
Change in unrealized gains (losses) on investments	275,242	(118,409)
Interest and dividends on investments	58,014	68,404
Realized gains on investments	7,056	-
Total investment income (loss)	$ 416,559	$ (7,777)

Note 6: Property and Equipment

Property and equipment consisted of the following at June 30, 2017 and 2016:

	2017	2016
Land	$ 969,064	$ 839,554
Building and building improvements	2,877,471	2,323,761
Leasehold improvements	1,718,614	1,670,485
Moveable equipment	7,476,509	7,041,154
Vehicles	1,495,228	1,164,371
Construction in progress	5,025,411	564,841
Total property and equipment	19,562,297	13,604,166
Less - Accumulated depreciation	7,914,492	6,686,510
Property and equipment - Net	$ 11,647,805	$ 6,917,656

Construction in progress at June 30, 2017, consisted of costs related to construction of a new clinic building in Montezuma Creek with an expected cost of approximately $18,000,000. The construction is being financed with unrestricted funds of the Organization. Construction in progress at June 30, 2016, consisted of costs related to construction of housing for providers and clinic remodeling that was completed in fiscal year 2017.

Note 7: Goodwill

The Organization purchased a dental clinic and a vision clinic (collectively "the clinics") during 2017 in two transactions for consideration totaling $1,045,000 with the fair value of tangible assets acquired, primarily inventories and equipment, totaling $478,255 and the remainder the transactions recorded as goodwill in the amount of $566,745. No liabilities were acquired or assumed in either transaction. The Organization believes both clinics will complement and serve to expand dental and vision services to patients served by the Organization. No impairment losses were recognized in 2017.

Note 8: Patient Service Revenue - Net of Contractual Allowances and Discounts

Patient service revenue - net of contractual allowances and discounts was as follows for the years ended June 30, 2017 and 2016:

	2017	2016
Medicare	$ 7,613,170	$ 6,641,704
Medicaid	7,402,258	6,843,615
Private pay	1,264,492	982,379
IHS	10,121,496	9,403,247
Insurance and other	8,018,594	7,229,559
Total gross patient service revenue	34,420,010	31,100,504
Less:		
Contractual adjustments and discounts	(12,590,492)	(11,124,199)
Patient service revenue - Net of contractual allowances and discounts	$ 21,829,518	$ 19,976,305

Patient service revenue - net of contractual allowances and discounts (but before the provision for bad debts) recognized from these major payor sources was as follows for the years ended June 30, 2017 and 2016:

	2017	2016
Third-party payors	$ 21,084,357	$ 19,402,131
Uninsured patients	745,161	574,174
Patient service revenue - Net of contractual allowances and discounts	$ 21,829,518	$ 19,976,305

Note 9: Charity Care

Charges foregone for providing charity care under the Organization's sliding fee schedule were $485,866 and $367,081 for 2017 and 2016.

Note 10: Other Operating Income

During the year ended June 30, 2017, the Organization negotiated a settlement with the U.S. Department of Health and Human Service's Indian Health Services ("IHS") to pay certain claims arising out of the failure of IHS to reimburse the Organization for contract support costs incurred from 2005 through 2013. A settlement of $16,043,322 plus interest accrued was received during 2017 and is included in other operating income in the accompanying statements of activities.

Note 11: Operating Leases

The Organization leases clinic space at its Monument Valley location under a lease dated in March 2008. The terms of the lease call for monthly payments of $5,417 through February 2018. Rent expense incurred was $65,000 for the years ended June 30, 2017 and 2016.

Various office and medical equipment is leased agreements expiring through May 2019. The terms of these leases call for monthly payments of approximately $51,000.

Rent expense incurred was $812,259 and $812,201 for the years ended June 30, 2017 and 2016, respectively.

Future minimum lease payments on noncancellable leases are as follows:

2018	$	195,562
2019		5,197
Total minimum lease payments	$	200,759

Note 12: Related-Party Transactions

Hospital

Certain board members of the Organization are also board members of Blue Mountain Hospital (the "Hospital"), located in Blanding, Utah.

The Organization has loaned the Hospital a total of $3,717,136 at June 30, 2017 and 2016, to fund the Hospital's operations. This is reported as related-party loan on the statements of financial position. Subquent to year end, the Organization and Hospital agreed to terms regarding repayment of the note over a 15 year period beginning September 1, 2017 in monthly installments of principal and interest, with interest at 3.5%.

In addition to this loan, the Organization has a receivable from the Hospital for services rendered totaling $58,422 and $152,204 at June 30, 2017 and 2016.

The Organization also leases clinic space in Blanding at the Hospital. The amount paid to the Hospital was $97,200 during both of the years ended June 30, 2017 and 2016, respectively.

Note 12: Related-Party Transactions (Continued)

Investment in Joint Venture

The Ute Mountain Ute Tribe-Utah Navajo Health System Tribal Health System Consortium (the "Consortium") was established on May 15, 2012, as a joint venture between the Organization and the Ute Mountain Ute Tribe. The Consortium's purpose was to purchase the Hospital's outstanding loan used to build the Hospital's facilities from the U.S. Department of Housing and Urban Development (HUD). The Consortium has no other operations.

The Consortium purchased the Hospital's note payable from HUD with an outstanding balance of $13,695,457 for $3,000,000 in June 2012, with both parties contributing $1,500,000 to the Consortium. The HUD loan is secured by the Hospital's land, buildings, and equipment.

The Organization's contribution to the Consortium is reported as an investment in joint venture on the statements of financial position using the equity method. To date, the Consortium has not received any payment from the Hospital on this note payable. Accordingly, the Organization reports no change in the value of its investment for the years ended June 30, 2017 and 2016.

Note 13: Retirement Plan

The Organization participates in a tax-sheltered deferred compensation plan for employees who meet certain eligibility and service requirements. The Organization contributes five percent of an eligible employee's wages to the plan. Employees can make additional contributions, which are not matched by the Organization. Total retirement plan expenses were $692,288 and $661,577 for the years ended June 30, 2017 and 2016, respectively.

Note 14: Fair Value Measurements

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value as of June 30, 2017 and 2016:

2017	Level 1	Level 2	Level 3	Total
Common stocks	$ 919,519	$ -	$ -	$ 919,519
Corporate bonds	-	1,230,093	-	1,230,093
Mutual funds:				
Alternative	257,099	-	-	257,099
U.S. Mid Cap	292,118	-	-	292,118
U.S. Small Cap	186,880	-	-	186,880
International	366,367	-	-	366,367
Emerging markets	117,936	-	-	117,936
Real estate investment trusts	41,884	-	-	41,884
Totals	$ 2,181,803	$ 1,230,093	$ -	$ 3,411,896

2016	Level 1	Level 2	Level 3	Total
Common stocks	$ 887,165	$ -	$ -	$ 887,165
Corporate bonds	-	1,135,718	-	1,135,718
Mutual funds:				
Alternative	237,182	-	-	237,182
U.S. Mid Cap	253,816	-	-	253,816
U.S. Small Cap	153,204	-	-	153,204
International	342,241	-	-	342,241
Emerging markets	50,099	-	-	50,099
Real estate investment trusts	15,466	-	-	15,466
Totals	$ 1,939,173	$ 1,135,718	$ -	$ 3,074,891

The following is a description of the valuation methodologies used for assets measured at fair value:

Common stock, mutual funds, and real estate investment trusts: Valued at the daily closing price as reported by the fund, and common stock is value at the daily closing price as reported in the market in which it trades. Mutual funds held by the Organization are open-end mutual funds that are registered with the U.S. Securities and Exchange Commission. These funds are required to publish their daily NAV and to transact at that price. The common stocks, mutual funds, and real estate investment trusts held by the Organization are deemed to be actively traded.

Corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yields currently available on comparable securities of issuers with similar credit ratings.

Note 14: Fair Value Measurements (Continued)

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Note 15: Professional Liability Insurance

The Organization, for professional liability insurance purposes, is designated an employee of the federal government in accordance with Public Law 93-638, the Indian Self-Determination and Education Assistance Act. Liability protection is provided under the Federal Tort Claims Act (FTCA) for the Organization and its employees when they are providing services within the scope of employment and within the scope of the compact with IHS.

Note 16: Commitments and Contingencies

Commitments

In June 2017, the Organization had entered into an offer agrement regarding the purchase of a parcel of land for approximately $250,000. In July 2017, the Organization and seller closed on the land purchase. The Organization is financing the purchase with unrestricted funds.

Contingencies

The Organization receives funds from government and private entities to perform specific services. The grantors reserve the right to perform certain audit work in addition to the services performed by the Organization's independent auditors. Disallowed costs, if any, resulting from such additional work would need to be repaid from unrestricted funds. Management does not believe that any significant costs will be incurred if such additional work should occur.

Note 17: Concentrations

Bank Deposits

The Organization maintains depository relationships with financial institutions that are Federal Deposit Insurance Corporation (FDIC) insured institutions. Depository accounts at these institutions are insured by the FDIC up to $250,000 per institution. Balances in excess of FDIC limits are uninsured. Management has not experienced any losses with these accounts and believes the Organization is not exposed to any significant risk on cash. At June 30, 2017, deposits exceeded insured limits by approximately $43,200,000.

Receivables

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows:

As of June 30,	As Presented Current Year	As Presented Prior Year
Medicare	41 %	26 %
Medicaid	29 %	30 %
Private pay	6 %	7 %
IHS	1 %	2 %
Insurance and other	23 %	35 %
Totals	100 %	100 %

Government Grants

The Organization recognized $17,322,649 and $18,014,455 of revenue from the U.S. Department of Health and Human Services in the form of grants for the years ended June 30, 2017 and 2016. A significant reduction in funding could have an adverse effect on the Organization's programs and activities.

Note 18: Statement of Cash Flows

Noncash investing activities included $1,116,070 and $133,988, of property and equipment in accounts payable at June 30, 2017 and 2016, respectively.

Note 19: Reclassifications

Certain reclassifications have been made to the 2016 financial statements to conform to the 2017 classifications. The primary change was a reclassification of certain board, communications, facility, insurance, and depreciation expenses from program services to management and general.

Note 19: Reclassifications (Continued)

Reclassification of functional expenses are as follows:

	As Presented Current Year	As Presented Prior Year
Program services:		
Medical	$ 18,090,039	$ 18,782,134
Dental	3,492,045	3,636,229
Behavioral health	942,680	977,756
Total program services	22,524,764	23,396,119
Management and general	10,466,182	9,594,827
Fundraising	119,994	119,994
Total expenses	$ 33,110,940	$ 33,110,940

Supplementary Information

Utah Navajo Health System, Inc.

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2017

Federal Grantor/Cluster Title	Contract/Grant Number	CFDA Number	Pass-Through Grantor	Pass-Through Number	Expenditures
Federal Awards:					
U.S. Department of Health and Human Services:					
Tribal Self-Governance Program - IHS Compacts/Funding Agreements	63G110105	93.210	Direct	N/A	$ 12,648,860
Consolidated Health Centers Cluster					
Consolidated Health Centers	6 H80CS00820	93.224	Direct	N/A	870,332
Affordable Care Act Grants for New and Expanded Services Under the Health Center Program	6 H80CS00820	93.527	Direct	N/A	2,736,553
Total Consolidated Health Centers Cluster					3,606,885
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	152700160	93.074	State of Utah Department of Health	N/A	14,000
Special Diabetes Program for Indians - Diabetes Prevention and Treatment Projects	H1D1IHS0123	93.237	Direct	N/A	535,045
Grants for Education, Prevention, and Early Detection of Radiogenic Cancers and Diseases	H1GRH27376	93.257	Direct	N/A	126,163
Immunization Cooperative Agreements	N/A	93.268	Association for Utah Community Health	N/A	7,427
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	N/A	93.243	Utah Department of Health	N/A	12,537

Utah Navajo Health System, Inc.

Schedule of Expenditures of Federal Awards (Continued)

Year Ended June 30, 2017

Federal Grantor/Cluster Title	Contract/Grant Number	CFDA Number	Pass-Through Grantor	Pass-Through Number	Expenditures
Federal Awards *(continued)*:					
Emplowering Older Adults and Adults With Disabilities Through Chronic Disease Self-Management Education Programs	90CS0031	93.734	State of Utah Department of Health	N/A	$ 71,732
Demonstration Projects for Indian Health	182009	93.933	Direct	N/A	300,000
Total U.S. Department of Health and Human Services					17,322,649
U.S. Department of Justice - Crime Victim Assistance	N/A	16.575	Utah Office for Victims of Crime	N/A	22,315
Total expenditures of federal awards					$ 17,344,964

See Independent Auditor's Report.

See accompanying notes to schedule of expenditures of federal awards.

Utah Navajo Health System, Inc.

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2017

Note 1: General

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the Utah Navajo Health System, Inc. (the "Organization") under programs of the federal governments for the year ended June 30, 2017. The information in the schedule is presented in accordance with requirements of the Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2: Basis of Accounting

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

Note 3: Indirect Cost Rate

The Organization has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 4: Subrecipients

The Organization does not have any subrecipients of federal awards.

WIPFLI LLP

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Board of Directors
Utah Navajo Health System, Inc.
Montezuma Creek, Utah

We have audited, in accordance with auditing standards generally accepted in the United States and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Utah Navajo Health System, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows as of and for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 19, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Utah Navajo Health System, Inc.'s internal control over financial reporting ("internal control") to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Utah Navajo Health System, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Utah Navajo Health System, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify a certain deficiency in internal control that we consider to be a significant deficiency, which is described in the accompanying schedule of findings and questioned costs as Finding 2017.001.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Utah Navajo Health System, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Responses to Findings

Utah Navajo Health System's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Utah Navajo Health System's response was not subjected to the audit procedures applied in the audit of the financial statements, and accordingly we express no opinion on it.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of Utah Navajo Health System, Inc.'s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Utah Navajo Health System, Inc.'s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wipfli LLP

Wipfli LLP

Minneapolis, Minnesota
December 19, 2017

WIPFLI LLP

Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance

Board of Directors
Utah Navajo Health System, Inc.
Montezuma Creek, Utah

Report on Compliance for Each Major Federal Program

We have audited Utah Navajo Health System, Inc.'s (the "Organization") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2017. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on it's major federal programs for the year ended June 30, 2017.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as Finding 2017.002. Our opinion on the major federal program is not modified with respect to these matters.

The Organization's response to the compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Organization's internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies, and therefore material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2017.002 that we consider to be a significant deficiency.

The Organization's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of compliance, and accordingly we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Wipfli LLP

Wipfli LLP

Minneapolis, Minnesota
December 19, 2017

Utah Navajo Health System, Inc.

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	___ yes	_x_ no
Significant deficiency (ies) identified?	_x_ yes	___ none reported
Noncompliance material to financial statements noted?	___ yes	_x_ no

Federal Awards

Internal control over major programs:		
Material weakness(es) identified?	___ yes	_x_ no
Significant deficiency (ies) identified?	_x_ yes	___ none reported
Type of auditor's report issued on compliance for major programs	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance [2 CFR 200.516(a)]?	_x_ yes	___ no

Identification of major federal programs:

CFDA Number	Name of Federal Program or Cluster
93.210	Tribal Self-Governance Program

Dollar threshold used to distinguish between Type A and Type B programs:	$750,000
Auditee qualified as low-risk auditee?	No

Utah Navajo Health System, Inc.

Schedule of Findings and Questioned Costs (Continued)

Year Ended June 30, 2017

Section II - Financial Statement Findings

Finding 2017.001

Condition:	The Organization engages its external audit firm to prepare the financial statements and related footnote disclosures accompanying the independent auditor's report. This finding is repeated from 2016.001.
Criteria:	The Organization's internal control over financial matters does not end at the general ledger, but extends to the financial statements and footnotes. The preparation of annual financial statements in compliance with accounting principles generally accepted in the United States (GAAP) requires an expertise in accounting standards, and the independent auditor cannot be considered part of the Organization's internal control over the preparation of financial statements.
Cause:	As with many small organizations, the persons involved in the financial reporting of the Organization do not maintain an expertise in accounting standards that are required for preparation of financial statements and disclosures in accordance with GAAP.
Effect:	Since external auditors do not have the same comprehensive knowledge of the Organization as internal finance staff, there is an increased risk that disclosures regarding the Organization may not be complete.
Recommendation:	Management should continue to evaluate the skills, knowledge, and experience of their accounting personnel and evaluate the cost/benefit of additional education and training necessary to acquire or develop expertise in external financial reporting and disclosure standards.
View of Responsible Officials:	Management has implemented a review procedure of the financial statements and related disclosures prepared by the independent auditor to ensure the financial statements and disclosures are complete and accurate and expects to continue to engage the audit firm to assist in the preparation of annual financial statements and related disclosures as warranted. The CFO is also planning to have a more active role in preparation of financial statement footnote disclosures in future audits.

Section III – Federal Award Findings and Questioned Costs

U.S. Department of Health and Human Services
Finding 2017.002
CFDA#93.210 – Tribal Self-Governance Program – Contract 63G110105

Condition: During our tests of payroll expenses, we noted charges to Federal awards could not be supported by documentation generated "after the fact" based on actual time and effort spent achieving program objectives. Generally, when employees spend their time on more than one program, the salaries are allocated based on budgeted amounts with no further adjustment, review, or confirmation. This finding is repeated from 2016.002.

Criteria: 2 CFR Part 420(i), Standards for Documentation of Personnel Expenses, requires that charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.
2. Be incorporated into the official records of the Organization.
3. Reasonably reflect the total activity for which the employee is compensated.
4. Encompass both federally assisted and all other activities compensated by the Organization on an integrated basis.
5. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect cost activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Cause: A disconnect exists between the employee's documented cost objective, time records, and how payroll expenses are allocated to the general ledger.

Effect: There is an increased risk that employee payroll may be allocated to grants for activities that are not allowable and do not achieve grant objectives or that revenues recognized for grant expenditures are based on budget rather instead of actual expenditures.

Recommendation: We recommend the accounting procedures include a process for retrospective review of the reasonableness of payroll expenses allocated to federal programs or a system to directly assign such costs.

View of Responsible Officials: At June 30, 2017 the Organization is in process of changing its time recording system such that employees will charge time to various programs based on actual time and effort once implementation is completed rather than having payroll charged to programs based on budgeted amounts. The Organization expects this change in how payroll is expensed to programs to be completed in 2018.

Utah Navajo Health System, Inc.

Schedule of Prior-Year Findings and Questioned Costs

Year Ended June 30, 2017

Section II - Financial Statement Findings

Finding 2016.001

Condition:	The Organization engages its external audit firm to prepare the financial statements and related footnote disclosures accompanying the independent auditor's report.
Current Status:	Management has implemented a review procedure of the financial statements and related disclosures prepared by the independent auditor to ensure the financial statements and disclosures are complete and accurate but continues to engage the audit firm to assist in the preparation of annual financial statements and related disclosures as warranted. This finding is repeated as 2017.001.

Section III – Federal Award Findings and Questioned Costs

Finding 2016.002

Condition:	During our tests of payroll expenses, we noted charges to Federal awards could not be supported by documentation generated "after the fact" based on actual time and effort spent achieving program objectives. Generally, when employees spend their time on more than one program, the salaries are allocated based on budgeted amounts with no further adjustment, review, or confirmation.
Current Status:	At June 30, 2017 the Organization is in process of changing its time recording system such that employees will charge time to various programs based on actual time and effort once implementation is completed rather than having payroll charged to programs based on budgeted amounts. The Organization expects this change in how payroll is expensed to programs to be completed in 2018. This finding is repeated as 2017.002 as management has not yet completed corrective actions.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF INSPECTOR GENERAL

OFFICE OF AUDIT SERVICES
NATIONAL EXTERNAL AUDIT REVIEW CENTER
1100 WALNUT STREET, SUITE 850
KANSAS CITY, MO 64106

MAR 02 2018

Report Number: A-08-18-33110

BOARD OF DIRECTORS
UTAH NAVAJO HEALTH SYSTEM, INC.
EAST HIGHWAY 262
P.O. BOX 130
MONTEZUMA CREEK, UTAH 84534-0130

Dear Board Members:

We have completed our initial review of the audit report on the Organization for the period July 1, 2016, through June 30, 2017. The report was accepted by the Federal Audit Clearinghouse on January 12, 2018, (identification number 212015). Based on our initial review, we believe the audit, performed by WIPFLI LLP, Certified Public Accountants, met Federal audit requirements.

Please refer to Attachment A, where we have summarized the findings and recommendations and identified the Federal department responsible for resolution. Final determinations with respect to actions to be taken on Department of Health and Human Services (HHS) recommendations will be made by the HHS resolution agency identified on Attachment A. You may receive separate communications from the resolution agencies requesting additional information to resolve the findings.

Any questions or correspondence related to the findings identified on Attachment A should be directed to the following HHS resolution official address. The above report number should be referenced in any correspondence relating to this report.

HHS RESOLUTION OFFICIAL

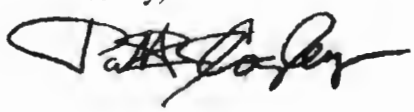
Please respond to this email address: auditresolution@hhs.gov
(please include the report number in the email subject line)

Department of Health and Human Services
Audit Resolution Division
HHH Building, Room 549D
200 Independence Avenue SW.
Washington, DC 20201

In accordance with the principles of the Freedom of Information Act (Public Law No. 90-23), reports issued on the Department's grantees and contractors are made available, if requested, to members of the press and general public to the extent that information contained therein is not subject to exemptions in the Act which the Department chooses to exercise. (See 45 CFR Part 5 Section 5.21 of the Department's Public Information Regulations.)

If you have any questions, please contact our office at (800) 732-0679.

Sincerely,



Patrick J. Cogley
Regional Inspector General for Audit Services

Enclosure

Recommendation Codes	*Page*	*Amount*	*Resolution Agency*	*Recommendations*
209922100	34, 36	N/A	HHS/ARD	2017.001, 2016.001. Financial Statements. This is a repeat finding. We recommend procedures be developed and implemented to ensure the financial statements are properly prepared.
213905100	35, 36	N/A	HHS/IHS	2017.002, 2016.002. Payroll Documentation. This is a repeat finding. We recommend procedures be strengthened to ensure payroll expenditures charged to Federal programs are allowable and are supported by adequate documentation.

UTAH NAVAJO HEALTH SYSTEM, INC

OPERATIONAL BUDGET FOR FISCAL YEAR 2018-19

REVENUE

		PROPOSED FY 2018-19 Budget
4000-4099	Patient & Third Party Revenues	
4000	Patient Revenues	35,400,000
4001	Medicare Cost Report Settlements	-
4002	CHIP (Medicaid) Supplemental Payments	40,000
4004	Medicaid Pass-Through Rate Reconciliation	40,000
	Total Patient & Third Party Revenues	**35,480,000**
4100-4199	Contracts	
4110	IHS 638 Funding	12,700,000
4113	ER Call BMH	165,000
4114	Medicaid Transport Revenue	1,800,000
	Total Contracts	**14,665,000**
4200-4299	Grants	
4201	CHC Health Cluster Grant	3,482,900
4202	DCP Grant	452,000
4203	RESEP GRANT	120,000
4206	MSPI Grant	300,000
4211	Quality Improvement Grant CHC	75,000
4215	Title 10 Family Planning	120,000
4216	Victims of Crime Act Grant	32,000
4217	DHS Mental Health	160,000
4218	Family Spirit Program	230,000
4219	UDOH SVAP	32,000
4220	Domestic Violence Prevention Incentive	150,000
4270	AUCH Grants	25,000
4275	SPCGP Oral Health Ed. Grant	100,000
4276	EMP Grant	10,000
4290	Other Grant Income	35,000
	Total Grants	**5,323,900**
4300-4350	Adjustments	
4301	Sliding Discount Expense	(400,000)
4302	A/R Medicaid Adjustments	5,000,000
4303	A/R Third Party Adjustments	(3,000,000)
4304	A/R Medicare Adjustments	(1,720,000)
4305	IHS Patient Charge Allowance	(14,220,000)
4306	Fee Refunds	(25,000)
4310	Adjustments and Provisions for Bad Debts	(100,000)
4311	Change in Allowance for Doubtful Accts	(25,000)
	Total Adjustments	**(14,490,000)**
4500-4599	Other Income	
4530	Interest Income	180,000
4540	Change in FMV Investments	100,000
4545	Change in Cash and Cash Equivalents	(50,000)
	Market Sales and Revenue	350,000
4550	Other Income	50,000
	Total Adjustments	**630,000**
	TOTAL REVENUE	**41,608,900**

UTAH NAVAJO HEALTH SYSTEM, INC

OPERATIONAL BUDGET FOR FISCAL YEAR 2018-19

EXPENSES

5000-5099	Salary and Benefits	PROPOSED FY 2018-19 Budget
5000	Salaries and staffing costs	18,000,000
5010	Employer Fica and Medicare	1,215,000
5015	SUTA	50,000
5020	Accrued Leave Expense	85,000
5025	Employer Retirement Exp	850,000
5026	403(b) transfer fees	-
5035	UNHS Medical Expense- External	3,250,000
5040	UNHS Medical Expense- Internal	1,950,000
5045	UNHS Dental Care Expense	385,000
5050	Employee Life Insurance Expense	20,000
5055	UNHS Vision Care Expense	110,000
5070	Other Employee Benefits	100,000
	Total Salary & Benefits	**26,015,000**
5100-5125	**Board Expenses**	
5108	Board Expense Annual Retreat	25,000
5110	Board Expense Meeting Stipend	18,000
5120	Board Expense Registration Fees	18,500
5121	Board Expense Mileage Reimbursement	45,800
5122	Board Expense Lodging	40,600
5123	Board Expense Airfare/Public Transptn	6,650
5124	Board Expense Per Diem & Meals	14,450
5125	Board Expense Refreshments	10,000
	Total Board Expenses	**179,000**
5130-5169	**Education and Training**	
5131	Registration Fees	150,000
5133	Reference Materials	30,000
5135	Licenses & Dues	50,000
5150	Annual Employee Retreat	15,000
5152	Lodging	115,000
5154	Per Diem & Meals	45,000
5156	Airfare & Public Transportation	45,000
5159	Auto Expenses- Education	5,000
5163	Mileage Reimbursement-Education	45,000
	Total Education & Training	**500,000**
5170-5179	**Auto & Mileage Expense**	
5171	Auto Expense - General	165,000
5173	Auto Expenses- Vehicle Repairs	85,000
5175	Mileage Reimbursement-General	125,000
	Total Auto & Mileage Expense	**375,000**
5180-5190	**Travel Expense (Non-Education and Training)**	
5181	Lodging	100,000
5182	Per Diem & Meals	35,000
5183	Airfare & Public Transportation	35,000
	Total Travel Expense(Non-Education & Training)	**170,000**
5200-5299	**Contract Fee**	
5202	Legal Fees	75,000
5203	IT Contract Fees	150,000
5204	Accounting	100,000
5205	UNHS Board Com & Nation Rep	108,000
5208	Medical Professional Consulting	100,000
5209	General Professional Consulting	160,000
5210	Medical Contract Labor	180,000

COLA
Lab Accreditation Through Education

Montezuma Creek Health Center
Attn: Val Jones, MD
Attn: Lab
262 East Highway
Montezuma Creek, UT 84534

COLA ID: 14963
05/11/13

Dear Laboratory Director:

On behalf of the COLA Board of Directors, I am pleased to inform you that your laboratory successfully meets our requirements for accreditation. Therefore, a Certificate of Accreditation is enclosed. You may wish to display this certificate to inform your patients of the quality testing being performed under your direction.

Your COLA certificate expires two years from your most recent survey. Please note that this is different from the expiration of your COLA enrollment, which is two years from the receipt of your initial application or subsequent renewal. The next onsite review of your laboratory will occur approximately 18-24 months from the date of your most recent biennial survey.

The standards your laboratory maintains demonstrate your commitment to quality. Your emphasis on quality leads to reliable test results which are essential in assuring excellence in patient care. We also compliment your laboratory staff for its dedication and continued support of COLA standards.

Congratulations on earning COLA accreditation. We look forward to a long and productive working relationship with you and your laboratory personnel.

Throughout the accreditation cycle, we encourage you to use the new COLA customer portal, *COLAcentral*. *COLAcentral* makes it easy for you to update information, upload documents electronically, contact us with concerns, and much more. Go to www.colacentral.com to register. If you prefer, you may also call our Information Resource Center, 800-981-9883. Please include your COLA ID number 14963 in all communications with COLA.

Sincerely,

W. James Stackhouse, MD, MACP
Chair, COLA Board of Directors

CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS
MONTEZUMA CREEK COMMUNITY HEALTH CENTE
EAST HIGHWAY 262
MONTEZUMA CREEK, UT 84534

CLIA ID NUMBER
46D0879816

EFFECTIVE DATE
10/21/2016

LABORATORY DIRECTOR
RAYMA MARKLAND MS, MLS(ASC

EXPIRATION DATE
10/20/2018

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

Karen W. Dyer

Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

310 Certs2_092716

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

LAB CERTIFICATION (CODE)	EFFECTIVE DATE	LAB CERTIFICATION (CODE)	EFFECTIVE DATE
ROUTINE CHEMISTRY (310)	10/21/2002		
TOXICOLOGY (340)	05/14/2009		
HEMATOLOGY (400)	10/21/2002		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

AMENDMENT TO
AFFILIATION AGREEMENT

This Amendment to Affiliation Agreement (the "Amendment") is made and entered into as of the 26 day of April, 2018, by and between the University of Utah, a body politic and corporate of the State of Utah, on behalf of its University of Utah Health ("UUH"), and Utah Navajo Health System, a group of primary care clinics ("Affiliate").

RECITALS

A. UUH and Affiliate entered into that certain Affiliation Agreement dated October 28, 2014 (the "Agreement"); and

B. University and Affiliate wish to amend the Agreement with respect to the frequency of Operations and Quality Council meetings, term and termination, and certain other matters.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The fourth sentence of Section 2.1 of the Agreement (Governance) is deleted in its entirety and replaced with the following:

> The members of the Operations and Quality Council shall meet as needed.

2. Section 5.1 of the Agreement (Initial Term) is deleted in its entirety and replaced with the following:

> Term. The initial term of this Agreement shall commence on the Effective Date and continue for a term of five (5) years (the "Term"). After the initial Term, this Agreement shall automatically renew for successive Terms of five (5) years each, until terminated as provided herein. The term of any individual SOW shall be as set forth in the SOW.

3. Section 5.4 of the Agreement (Effect of Termination on SOWs) is renumbered as Section 5.5.

4. A new Section 5.4 (Termination – Without Cause) is added, which shall read as follows:

> Termination — Without Cause. Either party may terminate this Agreement, without cause, upon not less than ninety (90) days advance written notice to the other.

5. This Amendment shall not be deemed to amend or modify the Agreement in any manner except as specifically provided for herein. Each of the definitions set forth in the

Agreement shall apply to the defined terms used in this Amendment. The Agreement, as amended by this Amendment, shall be and remain in full force and effect, and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the day and year first written above.

UNIVERSITY OF UTAH
("UUH")

By: _____

Name: Charlton Park

Title: CFO

UTAH NAVAJO HEALTH SYSTEM
("Affiliate")

By: _____

Name: Michael _____

Title: CEO

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("UUH")

By: _____

Name: Charlton Park

Title: CFO

UTAH NAVAJO HEALTH SYSTEM
("Affiliate")

By: _____

Name: Michael _____

Title: CEO

Data Sharing and Use Agreement with AUCH and Between Health Centers

AUCH Board Adopted: 11/07/2014

Statement of Purpose

The sharing of individual Health Center information, including financial and performance data from common datasets, can foster a discussion of best practices and enhance the ability of each Health Center to benchmark and assess its own performance.

AUCH will draw from individual Health Center data as well as aggregate Utah Health Center data to foster discussion and learning amongst its members. Data will be shared and discussed in relevant peer groups/committees to enhance the sharing of best practices and to direct quality improvement T/TA from AUCH to its members.

AUCH will also share Health Center data to educate and advocate on behalf of Health Centers with partners, legislators, funders, etc.

How AUCH will Share Individual Health Center Data

Publicly available individual Health Center UDS data may be shared without the consent of the individual Health Center (see below for listing of publicly reported individual data).

Non-publicly reported individual Health Center UDS data WILL NOT be shared with entities outside of AUCH unless separate written permission is granted by the Health Center CEO/ED. (This Agreement is not intended to address data sharing with outside entities.)

Non-publicly reported individual Health Center UDS data WILL NOT be shared with other AUCH members UNLESS written permission is granted by the Health Center CEO/ED in this document (see below for listing of non-publicly reported individual data). AUCH members may opt to share their non-publicly available data but have it de-identified for purposes of sharing. The anonymity of data shared in this fashion cannot be guaranteed and will depend on the number of health centers wanting to have their data de-identified.

How AUCH will Share Utah Health Center Data in the Aggregate

AUCH may share **aggregate** Utah Health Center UDS or other data with partners, legislators, funders, federal agencies, etc. for the purposes of education and/or advocacy.

All AUCH fact sheets and educational materials containing health center data will be approved by the AUCH Public Affairs Committee and HRSA project officer prior to their public release/use.

How AUCH may Use Health Center Data

AUCH may use publicly available Health Center Data in formulas to calculate other values. If given written permission to use non-publicly available Health Center Data, AUCH may use it in formulas that allow it to calculate other values. See Exhibit A for a list of formulas. If given written permission to use non-publicly

Agreement to Share Data *(check one in each of the four sections)*

I. Agreement to Share Non-publicly Available Health Center Data with AUCH

✓ I agree to share my Health Center's non-publicly available Health Center UDS Data with AUCH.

____ I do not agree to share my Health Center's non-publicly available Health Center UDS Data with AUCH.

II. Agreement to Share Non-publicly Available Health Center Data with Other AUCH Members at Peer Group, Committee and Member Events

✓ I agree to share my Health Center's non-publicly available UDS data, analyses and reports for use in AUCH peer groups and committees even when this is individually identifiable data.

____ I agree to share my Health Center's non-publicly available UDS data, analyses and reports for use in AUCH peer groups and committees but only if these are de-identified as much as possible.

____ I do not agree to share my Health Center's non-publicly available UDS data, analyses and reports for use in AUCH peer groups and committees.

III. Support for Use of Health Center Data in Calculating Formulas

✓ I support the use of my Health Center's data in the manner outlined above; my support here indicates that I support AUCH's use of data in formulas.

____ I do not support the use of my Health Center's data in the manner outlined above; my support here indicates that I do not support AUCH's use of data in formulas. (If this option is selected, AUCH will not use the Health Center's non-publicly available data in formulas but may still use its publicly available data in formulas.)

IV. Agreement to Keep Other Health Centers' Data Confidential

✓ I agree to keep other Health Centers' non-publicly available data confidential and will convey this requirement to all of my employees who might have access to this data. I agree to not share other health centers' non-publicly available data without written permission from the Health Center(s) CEO/ED and AUCH's Executive Director and will convey this requirement to the same employees. **(A Health Center's inability to accept this fourth part of the Agreement means that Health Center and its employees may not participate in the sharing of other health centers' non-publicly available data.)**

Term and Termination: This Agreement will go into effect on the date it is signed and continue for a term of one year. The Agreement shall automatically renew for successive terms of one year each until terminated. The Health Center may rescind this agreement in any part or as a whole at any time via written notification to AUCH. Once AUCH receives the written notification from the Health Center, AUCH will change its treatment of the Health Center's data as requested. A rescission of any part or of the whole agreement will only impact data sharing prospectively; AUCH cannot 'recall' data previously shared.

Health Center Name: Utah Navajo Health System

EXHIBIT A

OTHER UDS FORMULAS

Health Center Service Grant Expenditures
Total Cost of Program
BPHC Grant $ per Unduplicated Uninsured User
Other Fed. Grant $ per Uninsured User
Non-Fed. Grant $ per Uninsured User
BPHC Grant $ Per Unduplicated User (all payor types)
Other Fed. Grant $ per Unduplicated User (all payor types)
Non-Fed Grant $ Per Unduplicated User (all payor types)
Total Cost per Unduplicated User
Medical Cost per Medical User
Dental Cost per Dental User
Pharmacy Cost per User
Pharmacy Cost per Medical User
Mental Health Cost per Mental Health User
Substance Abuse Cost per Substance Abuse User
Other Prof. Personnel Cost per Other Service User
Enabling Cost per Enabling User
Administrative Cost per Unduplicated User
Total Cost per Encounter
Medical Cost per Encounter
Dental Cost per Encounter
Pharmacy Cost per Encounter
Pharmacy Cost per Medical Encounter
Mental Health Cost per Encounter
Substance Abuse Cost per Encounter
Other Prof. Personnel Cost per Encounter
Enabling Cost per Encounter
Total Income - All Sources ($millions)
Total Income: % Income from Patient Service
Total Income: % Income from BPHC
Total Income: % Income from non - BPHC (Other)
Total Charges - All Payors ($millions)
Total Charges: % Charges from Medicaid
Total Charges: % Charges from Medicare
Total Charges: % Charges from Other Public
Total Charges: % Charges from Private Insurance
Total Charges: % Charges from Self Pay

Mental Health Encounters per FTE MH Provider
Substance Abuse Encounters per Substance Abuse FTE Provider
Other Professional Encounters per FTE OP Provider
Direct Medical Support
Patient Support Ratio (Front Office)
Medical Support Staff per FTE Medical Provider (incl. Nurses)
Total Charges: Average Charge per Billable Encounter (incl. Nurses)
Direct Medical Support (incl. Nurses)

PO BOX 100142 | COLUMBIA, SC 29202-3142 | PALMETTOGBA.COM | ISO 9001
NATIONAL SUPPLIER CLEARINGHOUSE MEDICARE ADMINISTRATIVE CONTRACTOR

PALMETTO GBA.
A CELERIAN GROUP COMPANY

August 7, 2018

UTAH NAVAJO HEALTH SYSTEM, INCORPORATED
ATTN: Tiffiny Nakai
PO BOX 130
MONTEZUMA CREEK UT 84534-0130

NPI: 1699803635
PTAN: 7684870002

Dear UTAH NAVAJO HEALTH SYSTEM, INCORPORATED:

Thank you for applying to the National Supplier Clearinghouse (NSC) as a supplier of Durable Medical Equipment, Prosthetics, Orthotics, and Supplies (DMEPOS). Your application for billing privileges has been approved effective August 3, 2018 for the location listed below and your participation status is Participating. Please note each location where a DMEPOS supplier provides Medicare-covered items to beneficiaries must obtain billing privileges.

Federal law (OBRA 1989) requires suppliers to file a claim for all beneficiaries to whom Medicare Part B services have been provided. You will use the National Provider Identifier (NPI) listed on the CMS 855S form to bill the Durable Medical Equipment Medicare Administrative Contractor (DME MACs). The DME MACs have been notified of your approval and information regarding the billing process may be found on their respective websites where you may also subscribe to receive timely listserv messages regarding Medicare billing policies.

- Jurisdiction A - Noridian Healthcare Solutions, med.noridianmedicare.com/web/jadme
- Jurisdiction B - CGS, www.cgsmedicare.com
- Jurisdiction C - CGS, www.cgsmedicare.com
- Jurisdiction D - Noridian Healthcare Solutions, med.noridianmedicare.com/web/jddme

To establish electronic claim submission, contact the Common Electronic Data Interchange (CEDI) at www.ngscedi.com or (866) 311-9184.

You have also been issued 7684870002 which is your Provider Transaction Access Number (PTAN), previously referred to as the NSC supplier number. The PTAN is an identifier to be used when contacting the NSC or the DME MAC(s) with general inquiries. Please note some of the DME MACs may refer to the PTAN as the supplier or legacy number.

All suppliers are required to maintain compliance with the Medicare DMEPOS supplier standards. To promote a higher level of ethical and lawful conduct within the DMEPOS program, the Office

of Inspector General has developed a Program Compliance Guidance (www.oig.hhs.gov/authorities/docs/frdme.pdf).

Also, all suppliers are required to notify the NSC of any changes to the information provided on the CMS 855S form within 30 days (supplier standard #2). Inaccurate supplier information may impact claims processing.

If you have questions regarding the DMEPOS enrollment process, please contact the NSC at (866) 238-9652. To receive the most updated information directly to your email, register to receive NSC ListServ messages and news articles by visiting www.PalmettoGBA.com/NSC.

Sincerely,

Nancy C Parker

Nancy C. Parker, Director
National Supplier Clearinghouse

30 WEST MEDICAL DRIVE
MONUMENT VALLEY, UT 84536

UTAH DEPARTMENT OF HEALTH

Box 143104
288 North 1460 West, Salt Lake City, Utah 84114-3104

GRANT AGREEMENT

H1322405
Department Log Number

State Grant Number

1. GRANT NAME:
The name of this Grant is Non-Emergency Medical Transport – Navajo Nation.

2. GRANTING PARTIES:
This Grant is between the Utah Department of Health (DEPARTMENT) and the Utah Navajo Health Systems, Inc. (Navajo Nation) (GRANTEE).

3. GRANT PERIOD:
The service period of this Grant shall be September 1, 2013 through August 31, 2018 unless terminated or extended by agreement in accordance with the terms and conditions of this Grant. This Grant may be extended annually 1 time, at the option of the DEPARTMENT, by means of a written amendment to this Grant.

4. GRANT AMOUNT:
The DEPARTMENT shall pay the GRANTEE up to a maximum amount of $17,500,000.00 in accordance with the provisions in this Grant. This Grant is funded with 100% Federal funds. The CFDA # is 93.778 and relates to the Federal funds provided.

5. GRANT INQUIRIES:
Inquiries regarding this Grant shall be directed to the following individuals:

GRANTEE		DEPARTMENT	
Contact Person:	Donna Singer	Program:	Coverage & Reimbursement Policy
Business Address:	P.O. Box 130 Montezuma Creek, UT 84534	Contact Person:	Shawna West
Phone Number:	(435) 651-3291	Phone Number:	(801)-538-6381
E-mail Address:	dsinger@unhsinc.org	E-mail Address:	shawnawest@utah.gov

6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS GRANT:

Attachment A: General Grant Provisions Attachment B: Special Provisions

7. PROVISIONS INCORPORATED INTO THIS GRANT BY REFERENCE, BUT NOT ATTACHED HERETO:
   A. All other governmental laws, rules, regulations, or actions applicable to services provided herein.
   B. If the Grantee has provided the Department with Assurances, then the Department is entering into this agreement based upon the Assurances provided by the Grantee and the Assurances are incorporated by reference.
   C. Grant Application, to the extent it does not conflict with the Grant Agreement and General Grant Provisions.

8. This Grant must be signed by a representative of the State Division of Finance to bind the State and the Department to this Grant.

9. This Grant, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supercede all prior negotiations, representations, or agreements, either written or oral between the parties relating to the subject matter of this Grant.

IN WITNESS WHEREOF, the parties sign this Grant.

GRANTEE: Utah Navajo Health Systems, Inc.
(Navajo Nation)

By: Donna Singer 11/6/13
Signature of Authorized Individual Date
Donna Singer
CEO

UTAH DEPARTMENT OF HEALTH

By: _____
Shari A. Watkins, C.P.A. Date
Director
Office of Fiscal Operations

_____
State Finance: Date

AGENDA
HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE
23rd NAVAJO NATION COUNCIL
REGULAR MEETING

July 31, 2017
10:00 a.m.

PRESIDING : Honorable Jonathan L. Hale, Chairperson
Honorable Norman M. Begay, Vice-Chairperson

PLACE : UNHS/Montezuma Creek Community Health Clinic
Administration Office Conference Room
East Hwy 262
Montezuma Creek (Navajo Nation), Utah

☐	Amber Kanazbah Crotty	☐	Nelson BeGaye
☐	Jonathan L. Hale	☐	Norman M. Begay
☐	Nathaniel Brown	☐	Steven Begay

---

1) CALL MEETING TO ORDER; ROLL CALL; INVOCATION; ANNOUNCEMENTS

2) RECOGNIZE GUESTS AND VISITING OFFICIALS

3) REVIEW AND ADOPT THE AGENDA

4) REVIEW AND ADOPT THE JOURNAL(S):

5) RECEIVING REPORT

1. Utah Navajo Health System, Inc., Annual Report ***Presenters: Jamie Harvey, Chairman, Board of Directors; Michael Jensen, CEO, UNHS, Inc.; and UNHS, Inc. Staff***

6) OLD BUSINESS

1. Executive Session - Report from NNDOJ *Presenter: Paul Spruhan, Assistant Attorney General, Litigation and Employment Unit, NNDOJ*
(Note: Motion to accept Written Report submitted for consideration on 7/24/17 by Paul Spruhan, NNDOJ)

UNHS Annual Report Agenda

July 31, 2017

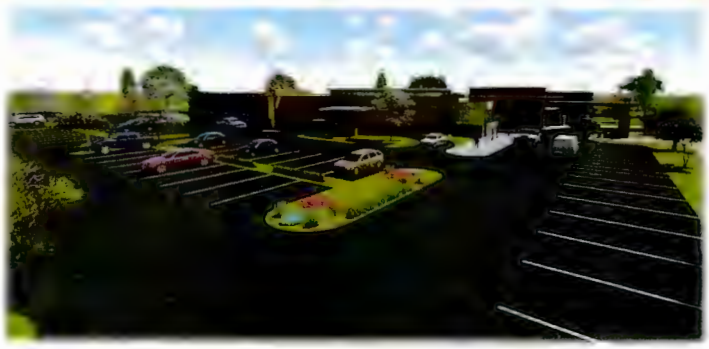
Montezuma Creek Community Health Center

Opening Prayer	**Perry Robinson, Traditional Consultant**
UNHS Introduction	**Michael Jensen, CEO**
UNHS Financial Report	**William Harrison, CFO**
Human Resources	**Herb Clah, HR Director**
Providing Care @ MVCHC	**Phillip Smith, MD**
Behavioral Health	**Rick Hendy, Director & Perry Robinson, Traditional Consultant**
Current Challenges	**Jamie Harvey, Chairman**

******LUNCH BREAK******

Closing	**Jamie Harvey, Chairman**

Utah Navajo Health System, Inc.



Continuing to meet healthcare needs

Board of Director's

UNHS Governing Board

Community Representation is important

Mexican Water Chapter (1)

Oljato

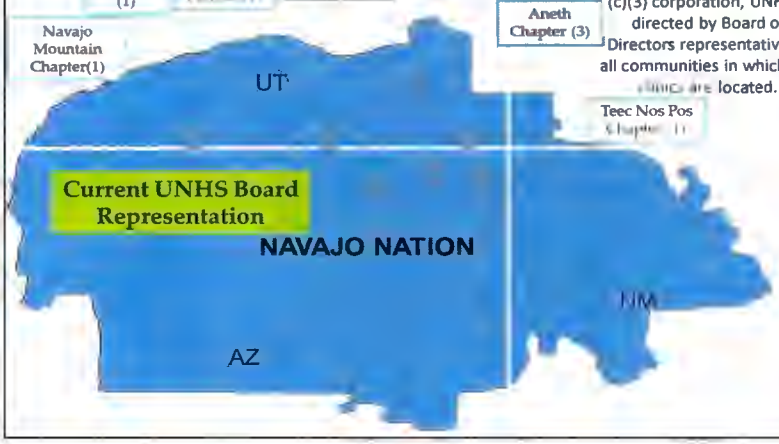
Red Mesa Chapter (2)

Blue Mountain Dine (1)

Aneth Chapter (3)

Navajo Mountain Chapter(1)

As a private, non-profit 501 (c)(3) corporation, UNHS is directed by Board of Directors representative of all communities in which our clinics are located.



UNHS CEO SECTION

New Opportunities

- Dental in Blanding
- Dental in Monticello
- Optometry
- Provider Housing
- Working on recreational center
- Several new tele-medicine programs
- Expanded Veterans Assistance program

Utah Navajo Health System, Inc.



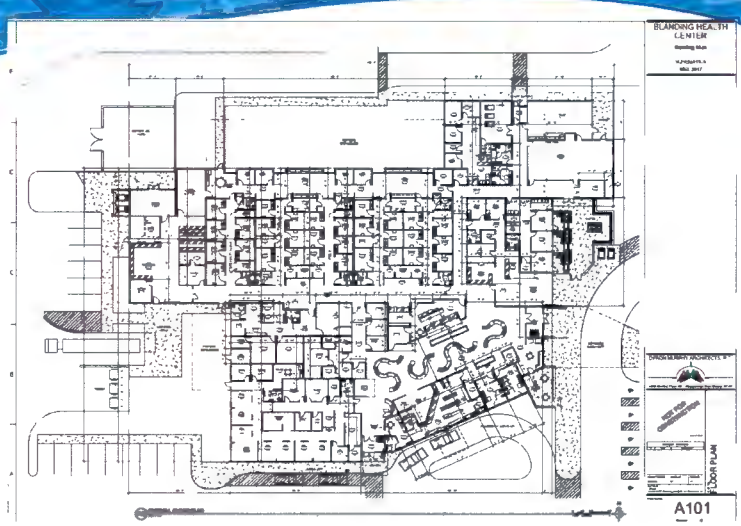

Growth at UNHS

M.C.C.H.C

Growth at UNHS

Navajo Mountain Comm. Health Clinic

Growth at UNHS



Ensuring Compliance

We Are Accredited!

THE JOINT COMMISSION
NATIONAL QUALITY APPROVAL

UNHS Patient Residency

Employee Engagement

STANDARDS OF EXCELLENCE

Teddy Bear Clinic 2017

1:00 PM-3:00 PM:

Montezuma Creek Clinic July 28, 2017
Blanding Family Practice August 4, 2017
Monument Valley Clinic August 11, 2017
Navajo Mountain Clinic August 17, 2017
San Juan Family Dental August 25, 2017

UTAH NA 'AJO HEALTH SYSTEM, INC.

May 25, 2017

Honorable Jonathan Hale
Health, Education and Human Services Committee
Navajo Nation

Dear Chairman Hale:

In compliance with the Navajo Nation Legislation CJY-33-10 authorizing the Utah Navajo Health System, Inc. as a Navajo Nation Tribal Organization under Title V of the P.L. 93-638, the UNHS is requesting an opportunity to provide our Annual Report to the designated Oversight committee, HEHSC. UNHS looks forward to presenting all required information listed in Appendix A of CJY-33-10 and provide an accounting of services rendered during the UNHS 2016 year of operation.

UNHS is requesting to provide this information by presentation to the HEHS Committee. Please inform the UNHS Administration dept. when the committee is available to meet. We are amenable to changes in dates, time, or place if necessary to accommodate the HEHS Committee.

Please let us know as soon as possible. We are looking forward to the opportunity to share our past year of service and expansion with the Navajo Nation HEHS Committee.

Sincerely,

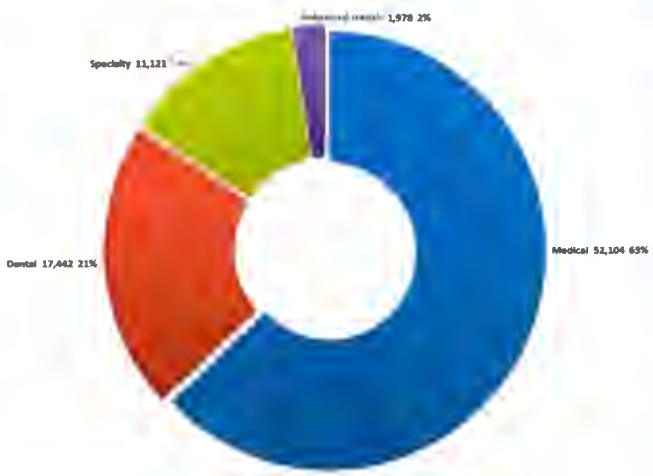
Jamie Harvey, Chairman
Board of Directors
Utah Navajo Health System, Inc.

UNHS CFO Section

Change in Net Assets 2015-16

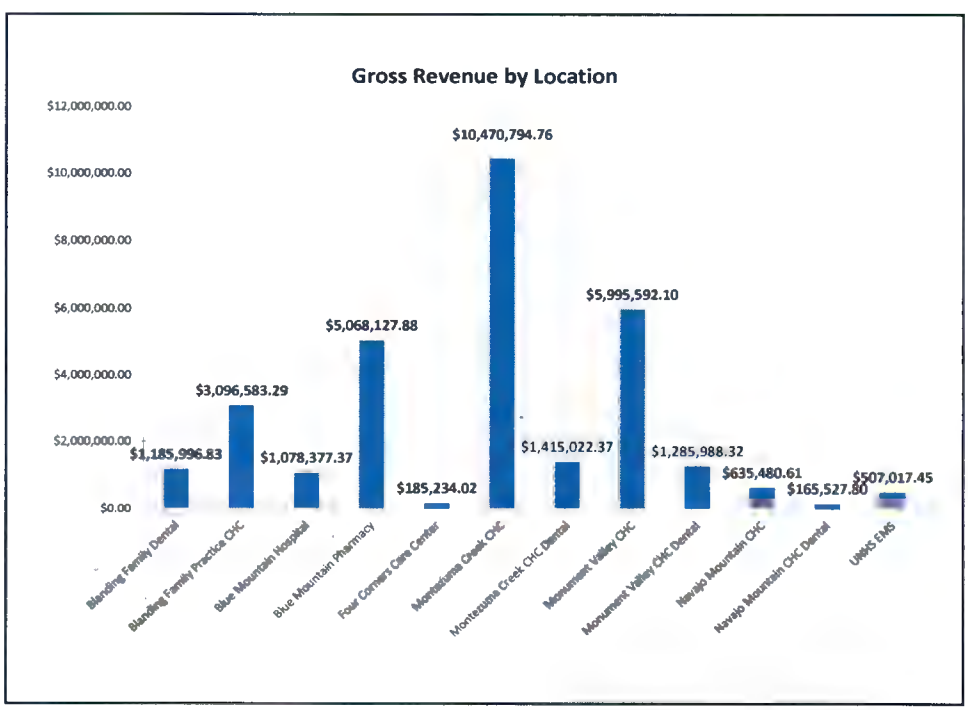
Revenue and Adjstments	FY 2015-16
Patient Revenue (net)	$ 19,610,036
Contract Revenue	15,572,329
Grant Revenue	4,625,963
Other Revenue	286,519
Total Revenue and Adjustments	$ 40,094,847
Operating Expenses	
Salaries and Benefits	$ 20,392,196
Board Expenses	72,009
Education and Training	381,757
General Travel Expenses	536,195
Contract Fees	2,470,480
Supplies	3,596,738
Communication	232,088
Utilities and Rent Expenses	392,345
Equipment Lease	1,027,338
Repairs and Maintenance	96,235
IHS PRC Expenses	2,085,449
Administrative Overhead	1,828,116
Total Operating Expenses	$ 33,110,940
Increase in Net Assets	$ 6,983,907

Encounter By Service Type



Financial Ratio 2015-16

CURRENT RATIO		CA	CL	
2011	3.5	14,615,894	4,173,954	
2012	3.4	21,583,591	6,357,187	
2013	4.1	18,687,598	4,565,151	
2014	4.2	22,231,044	5,238,210	
2015	4.8	25,662,015	5,300,923	
2016	6.4	31,184,077	4,881,570	
AVERAGE COLLECTION PE		Revenue	AR Balance	
2011	26.01	14,339,586	1,021,947	365
2012	43.50	14,931,447	1,774,552	366
2013	49.03	15,851,529	2,126,699	365
2014	40.54	17,956,815	1,994,469	365
2015	31.49	17,558,217	1,514,726	365
2016	20.48	19,610,036	1,097,459	366
CASH RATIO		CASH	CL	
2011	1.9	7,833,568	4,173,954	
2012	2.0	12,401,751	6,357,187	
2013	3.6	16,499,680	4,565,151	
2014	3.2	16,918,877	5,238,210	
2015	4.4	23,294,140	5,300,923	
2016	5 9	29,028,428	4,881,570	



Revenue & Expenses 2014-15

Revenue and Adjstments	FY 2015-16
Patient Revenue (net)	$ 19,610,036
I.H.S. Contract	$ 13,378,027
Contract Revenue	$ 2,194,302
Grant Revenue	$ 4,625,963
Other Revenue	$ 286,519
Total Revenue and Adjustments	$ 40,094,847

Operating Expenses	FY 2015-16
Salaries and Benefits	$ 20,392,196
Board Expenses	$ 72,003
Education and Training	$ 381,757
General Travel Expenses	$ 536,195
Contract Fees	$ 2,470,480
Supplies	$ 3,596,738
Communication	$ 232,088
Utilities and Rent Expenses	$ 392,345
Equipment Lease	$ 1,027,338
Repairs and Maintenance	$ 96,235
IHS PRC Expenses	$ 2,085,449
Administrative Overhead	$ 1,828,116
Total Operating Expenses	$ 33,110,940
Increase in Net Assets	$ 6,983,907

HUMAN RESOURCES SECTION
Herb Clah Jr.

Labor Force – Demographics

Total Labor Force – 335 employees

Navajo – 100% *approximately

Non-Navajo – 80%*approximately

*as of June 30, 2017

Human Resources

Opportunities

- Salary/Wage Market Survey
- Michael C. Fina – Employee Recognition Program
- Go365 – Employee Wellness Program
- Cultural Sensitivity Training
- Joint Commission and HRSA audits
- Credentialing and Privileging Process
- Emergency Management Training
- Online Recruiting
- Jorgesen Brooks Group – Employee Assistance Program

Human Resources

Community Outreach

Local High School Scholarship

Teddy Bear Clinic

University Internships

Earth Day Community Clean-up

Holiday Food Drive


UNHS MEDICAL PROVIDER SECTION
Providing Medical Services
In the UNHS
Brief Update -- July 31, 2017


Relationship with the
The Navajo Nation & Health Care Systems
Recognition
Sovereignty, Treaty Making
Self-Determination
Nixon 1970 Executive order
PL 93-638
PL 94-437
Consultation

Utah Navajo Health System MISSION

The Mission Statement: " We exist to improve quality of life through comprehensive self-empowered, culturally sensitive health care and amazing customer service

My Goal is to ensure that comprehensive, culturally acceptable personal and health services are available and accessible to all patient who come for health care services

The Foundation is to uphold the organization's obligation to promote healthy people, communities and cultures, and to honor and protect the inherent sovereign rights of Tribes and respect the people who come to our clinic for health care.

COMMUNITY ORIENTED PRIMARY CARE

The UNHS health care system is built on a broad spectrum approach to health. It starts with a base of fundamental public health and sanitation infrastructure. It provides ambulatory medical & dental services. It also integrates community-oriented programs including traditional medicine to promote healthy behaviors and lifestyles.

CLINICAL CARE PATTERNS

1°CARE CLINIC

QUALITY ASSURANCE
STAFFING
PHARMACEUTICALS, ETC.

2° Care

Referrals

Networks

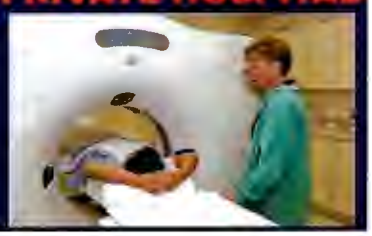
IHS HOSPITAL

2°/3° Care

• PRC

• Insurance Offsets

PRIVATE HOSPITAL



COMMUNITY HEALTH

OUTREACH/PATIENT EDUCATION

PHN
CHR
MSW
Health Education
Headstart
School Health

ENVIRONMENTAL SURVEILLANCE

Toxic Exposures
Outbreak Assessment
Vector Control

ENVIRONMENTAL PROTECTION

Food Safety
Solid Waste

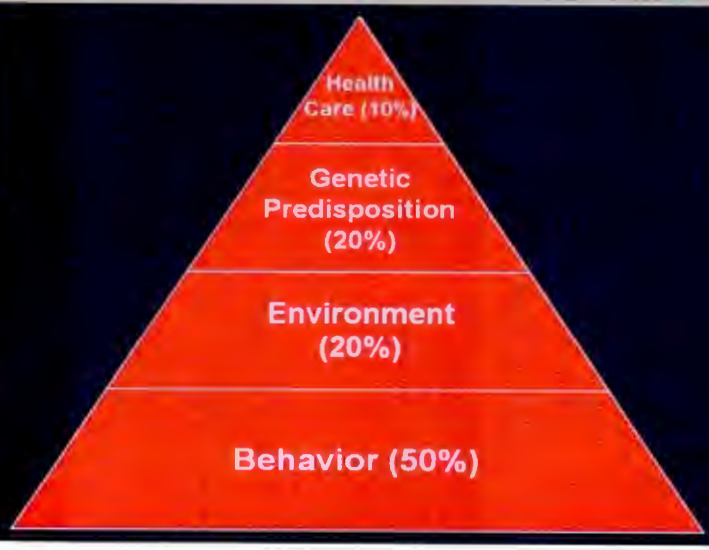
Water Safety
Sewage

HEALTH DISPARITIES CONTINUE

	AI/AN Rate	U.S. All Races Rate	Ratio: AI/AN to U.S. All Races
ALL CAUSES	1059.8	872.0	1.2
Tuberculosis	1.9	0.3	6.3
Alcoholism	43.2	7.0	6.2
Diabetes	77.7	25.2	3.1
Motor vehicle crashes	48.5	16.0	3.0
Unintentional Injuries	88.8	35.5	2.5
Homicide	11.4	6.1	1.9
Suicide	17.0	10.6	1.6
Cervical cancer	3.8	2.8	1.4
Infant deaths 1/	8.8	6.9	1.3
Cerebrovascular diseases	63.7	60.8	1.0
Diseases of the heart	243.8	257.9	0.9

1/ Infant deaths per 1,000 live births

FACTORS THAT AFFECT HEALTH STATUS



Looking to the Future

- **Build Healthy Communities**
  - Mobilize AI/AN communities to promote wellness and healing
  - HP/DP Initiative
- **Increase Network and Access**
  - Public Health Infrastructure
- **Provide Compassionate, Quality Health Care**
  - Improve patient safety & health care quality
- **Embrace Innovation**
  - Expand coalitions and partnerships to build a dynamic health network

SOCIAL DETERMINANTS OF HEALTH*

- Social gradient
- Stress
- Early life
- Social exclusion
- Work
- Unemployment
- Social Support
- Addiction
- Food
- Transport

* World Health Organization: Social Determinants of Health The Solid Facts, 2nd Edition

20th Century improvement

- Immunizations
- Infection control
- CVD reduction
- Safer food source
- Workplace safety
- MV safety
- Tobacco control
- Child birth safety
- Fluoridation
- Health Screening

Importance of Collaborations

- Governments serve same populations
- Broad spectrum of services needed
- More similarities than differences
- Small populations/combined cohorts
- Good health policy

Challenges

- A lot we know, a lot we don't
- Uncontrollables factors
- Behavioral health, PTSD
- Environment
- Subliminal depression/boarding school syndrome/Cross Generational Trauma

Questions

UNHS BEHAVIORAL HEALTH DEPT. SECTION

- Rick Hendy, *LCSW*- Director, Therapist
- Roselyn Maryboy, *LCSW*- Therapist, Prime for Life instructor
- Pfawnn Eskee, *MSW/CSW*-Therapist, Sexual Violence Prevention Specialist
- Deirdre Piotrowski, *LCSW*- Therapist, Prime for Life instructor
- Niki Olsen, *CMHC*- Therapist, Chairperson Zero Suicide coalition
- Jessica Hayes, *LMFT*- Therapist
- Perry Robinson- Traditional Practitioner
- Lynn Bia- Victims of Crime advocate, tele psychiatry coordinator
- Autumn Secody, *BS*- Supported Education Monument Valley
- Kurt Holiday, *BS*- Supported Education Montezuma Creek
- Florinda Poyer, *BS*- Children's Wrap Around

UTAH NAVAJO HEALTH SYSTEM
BEHAVIORAL HEALTH

Who we serve

- The Utah Navajo Health System (UNHS) service area is located in the southern portion of San Juan County and includes the Utah Strip of the Navajo Nation.
- The majority of patients (79%) who access medical, dental, and behavioral health services at the four UNHS health centers are American Indian/Alaska Native. The entire UNHS service area is a federally designated frontier area. In the target population 49% has no running water, electricity, telephone or central source of heat; 43% of the target population is unemployed with an average per capita income of $13,247.00, less than 1/2 of the state and national per capita incomes; 78% of the population is below 200% FPL.

Utah Navajo Health System, Inc.

Behavioral Health Counts By Category

Age Group	Rendering Provider	Category Description	Patient	Visit
Adult	Eskee CSW, Pfawnn		6	9
Adult	Hendy LCSW, Richard L		115	479
Adult	Hiatt APRN, Steven		39	142
Adult	Maryboy LCSW, Roselyn		54	209
Adult	Olsen CMHC, Nicolette Joy		68	509
Adult	Piotrowski LCSW, Deirdre		64	230
Adult	Stubbs LMFT, Jessica		70	274
Total			356	1852
Pediatric	Eskee CSW, Pfawnn		3	5
Pediatric	Hendy LCSW, Richard L		15	61
Pediatric	Hiatt APRN, Steven		11	38
Pediatric	Maryboy LCSW, Roselyn		17	137
Pediatric	Olsen CMHC, Nicolette Joy		14	150
Pediatric	Piotrowski LCSW, Deirdre		25	89
Pediatric	Stubbs LMFT, Jessica		32	227
Total			101	707

Prevention Services

- Suicide Prevention Trainings
  - Safetalk
  - ASIST
- Substance Abuse
- Sexual Violence Prevention

Treatment/ Intervention

- Adult and Pediatric Tele physiatrist MDs- University of Utah
- Therapy- Individual , family, couples, group
- Crises response teams (phone &text numbers, all staff trained ASIST, San Juan Counseling)
- Prime for Life-DUI class
- Prime solutions
- Clinic, outreach, home visits
- Integrated health care- primary and behavioral health

School Based Services

- Regular scheduled and crises response to
  - Aneth Community BIE
  - Montezuma Creek Elementary
  - Whitehorse High School
  - Monument Valley Elementary
  - Monument Valley High School
  - Navajo Mountain Schools

Traditional Consultant

- Traditional Practitioner
- Cultural Assessment
- Provide traditional assessment
- Provide minor ceremony
- Refer major ceremony
- Community presentations
- School presentations
- Ceremonies for UNHS staff and facilities

Community Involvement

- Zero Suicide Coalition
- San Juan County Prevention Action Collaborative
- Monument Valley Prevention Action Collaborative
- Family Support Conference
- Sexual Violence Prevention Walk

Crises Response Teams

- Suicide call and text numbers
- All BH staff trained as interventionist with ASIST
- Therapist and other staff take crises contacts
- Coordinate with San Juan Counseling

Care Coordination

- Supported Education
- Children's Wrap around services
- Collaborate with Primary Care Clinic for Care Coordination

Utah Office of Crime Victims

- Onsite Victim advocate
- Services include
  - access to behavioral health care
  - unpaid medial bills
  - loss of wages
  - ceremonies

Postvention

- Outreach to families after a suicide or sudden death (often home based)
  - Provide care box
- Critical Incident Stress Management for clinic and EMS staff.

Plans for Fiscal year 17/18

- Behavioral Health Website similar to We R Native *WeRNative.org*
- Increase efforts on sexual violence prevention
- Increased service Navajo Mountain Schools
- Expand available behavioral health care treatment services
- Foster coalitions and networks to improve care coordination
- Educate and train providers in the care of suicide screening and evidence-based suicide care
- Promote community education to recognize the signs of suicide, and prevent and intervene in suicides and suicide ideations
- Improve health system organizational practices to provide evidence-based suicide care
- Establish local health system policies for suicide prevention, intervention, and postvention
- Integrate culturally appropriate treatment services; and
- Implement trauma informed care services and programs.

MISSION STATEMENT

UNHS will make a significant impact in the quality of life for all community members by providing safe and high quality, comprehensive healthcare in a culturally and linguistically competent manner while maintaining fiscal viability.

VISION STATEMENT

UNHS will develop, expand healthcare services and community partnerships while improving economic opportunities for all community.

VALUE STATEMENT

UNHS is customer focused, responsive, respectful, honest and committed to excellence through teamwork in delivering healthcare.

Hank Stevens
Presiden
Sharon L. Jea
Vice-Presiden
Willie Grayeye
Secretary/Treasure
Russell Smallcanyo
Grazing Committe
Membe
Herman Daniel
Council Delegat

RESOLUTION OF THE NAATSIS'AAN (NAVAJO MOUNTAIN) CHAPTER OF THE NAVAJO NATION

RESOLUTION NO: NM6-2018- 139

NaaTsis'Aan Chapter hereby supports extending the Utah Navajo Health System's designation as a tribal organization and authorization to compact pursuant to the Indian Health Services for all programs, functions, services and activities and related and associated funds for which UNHS is eligible including the planning, design and construction of health facility projects within UNHS's service area subject to NNC Resolution CJY-33-10 and beyond September 30, 2020 and unless rescinded by the Navajo Nation Council

WHEREAS:

1. The Navajo Nation is a Federally recognized Tribal Government and the Navajo Nation cover about27,000 square miles within the states of Arizona, New Mexico and Utah; and,

2. The NaaTsis'Aan (Navajo Mountain) Chapter is officially recognized and certified as a local government body of the Navajo Nation Government pursuant to Title 26 of the Navajo Nation Code, Section 4004 and vested with the authority to discuss all matters affecting the Navajo people and its Nation; and,

3. The NaaTsis'Aan Chapter of the Navajo Nation has an outpatient clinic operating within the Community under Utah Navajo Health System, Inc; and,

4. The Utah Navajo Health System has successfully provided care programs, function and related Activities to the NaaTsis'Aan Chapter since September 1, 2002; and,

5. The NaaTsis'Aan Chapter has continued to support UNHS to contract and compacting with the Indian Health Services pursuant to the Self-Determination Act to provide programs, services and function activities to the residents of the NaaTsis'Aan Chapter and also others residents of the Southwest region of the Navajo Nation; and,

6. Currently, UNHS is designated as a tribal organization and authorized to compact with the Indian Health Services through September 30, 2020, pursuant to Navajo Nation Council Resolution CJY-33-10; and,

7. Utah Navajo Health Systems desires to extend its existing authority to compact with the Indian Health Services indefinitely subject to the authority of the Navajo Nation Council to rescind such authority.

Hank Stevens
Presiden
Sharon L Jea
Vice-Presider
Willie Grayeye
Secretary/Treasure
Russell Smallcanyo
Grazing Committe
Membe
Herman Daniel
Council Delegat

RESOLUTION OF THE
NAATSIS'AAN (NAVAJO MOUNTAIN)
CHAPTER
OF THE NAVAJO NATION

NOW THEREFORE BE IT RESOLVED THAT:

NaaTsis'Aan Chapter hereby supports extending the Utah Navajo Health System's designation as a tribal organization and authorization to compact pursuant to the Indian Health Services for all programs, functions, services and activities and related and associated funds for which UNHS is eligible including the planning, design and construction of health facility projects within UNHS's service area subject to NNC Resolution CJY-33-10 and beyond September 30, 2020 and unless rescinded by the Navajo Nation Council

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered by the Navajo Mountain Chapter at a duly called meeting at Navajo Mountain, Utah; at which a quorum was present and that the same was passed by a vote of 6 in favor, 0 opposed and 0 abstained, on this **24th** day of **June 2018.**

Motion by: Gordon Tolegats Seconded by: Clarietta Stevens

Hank Stevens, President

Sharon L. Jean, Vice-President

Willie Grayeyes, Secretary/Treasurer

PO Box 10070
Tonalea, AZ 86044

Phone: 928-672-2915 navajomountain@navajochapters.org
Fax: 928-672-2917

Website

TEEC NOS POS CHAPTER GOVERNMENT

P. O. Box 106, Teec Nos Pos, Arizona, Navajo Nation 86514
Highway 160 BIA School Road #5114 Chapter Government Building
Telephone #928-656-3662 Fax#928-656-3661

RESOULTION FOR TEECNOSPOS CHAPTER TNPCH 06-08-18 R-44

SUPPORTING RESOLUTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND NAABIK'IYATI' ; EXTENDING FOR TWENTY-FIVE YEARS THE EXISTING AUTHORIZATION UNDER NAVAJO NATION COUNCIL RESOLUTION NO. CJY-33-10 FOR CERTAIN TRIBAL ORGANIZATIONS TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT, P.L. 93-6380, AS AMENDED.

WHEREAS:

1. Pursuant to the "Local Government Act", 26 N.N.C chapter 1, sub-chapter 1, Section 3 (a) the Teec Nos Pos Chapter is continued as a certified local chapter of the Navajo Nation Government by the Navajo Nation Resolution Number CAP 34-98 with the responsibility and authority to promote, protect, and preserve the culture and tradition including enjoying a safe environment for its community people and property; and
2. Pursuant to 2 N.N.C statute 401(B)(a) and (e) and Navajo Nation Council Resolution No. CJY 33-10 (July 21, 2010) (hereinafter "CJY-33-10"), the Health, Education, and Human Services Committee ("HEHSC") is authorized to review and recommend resolutions relating to health and for the authorization and designation of non-profit health organization as trial organizations for purposes of compacting under the Indian Self-Determination and Education Assistance Act, P. L. 93-638,as amended (the ISDEAA").; and
3. Pursuant to 2 N.N.C. statue 701(A)(12), the Naabik'iyati Committee of the Navajo Nation Council has authority to approve contracts with the United States and its agencies for implementation of the ISDEAA, upon the recommendation of the standing committee which has oversight for the contracting entity, and, pursuant to CJY -33-10, as the successor to the former Intergovernmental Relations Committee ("IGR"), has authority to give final approval of such participation by HEHSC. See CJY-33-10 paragraph 4; Council Resolution No. CAP-10-11 statue 5(A) (April 21,2011) (reference to IGR prior to council standing committee restricting "shall mean the Naabik'iyati Committee"); and
4. The Winslow Indian Health Care Center ("WIHCC"), Tuba City Regional Health Care Corporation ("TCRHCC") and Utah Navajo Health System ("UNHS") are currently authorized by CJY-33-10 as tribal organization for the purpose of compacting with the Indian Health Services ("IHS"), U.S. Department of Health and Human Services, pursuant to Title V of the ISDEAA, for all programs , functions, services, and activities ("PFSAs") and associated funds for which each tribal organization is eligible, including the planning, design and construction of health facility construction projects within each tribal organization's service area, through September 30, 2020; and
5. WIHCC, TRCHCC, and UNHS: (i) have successfully operated their respective health care facilities and related programs since 2002; (ii) have the support of the Chapters that each tribal organization serves (and with respects to members of the Hopi Tribe in Moenkopi Village on the Hopi Reservation and members of the San Juan Southern Paiute Tribe with

TEEC NOS POS CHAPTER GOVERNMENT
P. O. Box 106, Teec Nos Pos, Arizona, Navajo Nation 86514
Highway 160 BIA School Road #5114 Chapter Government Building
Telephone #928-656-3662 Fax#928-656-3661

1. TRCHCC's Service area, TRCHCC has the support of such tribes), as set forth in Composite Exhibits "1", "2" and "3" hereto; and (iii) desire to extend their existing authority to compact with IHS for a reasonable period beyond September 30, 2020, subject to the authority of the Navajo Nation Council to rescind such authority; and
2. HEHSC has reviewed each tribal organization's annual report, including each organization' Single Agency Audit report, and compliance with the conditions set forth in Exhibit "A" to CJY-33-10, has determined that each of the three tribal organization is in compliance with all conditions of Exhibit "A" to CJY-33-10, and has recommended an extension of the authority of WIHC, TCRHCC, and UNHS to compact with HIS; and
3. In order for WIHCC, TRCHCC and UNHS to make prudent business decisions regarding construction, expansion and investment in their health care facilities, in the best interest of the Dine and the Navajo Nation, extension of each such entity's authorization to compact under Title V of the ISDEAA must be for a reasonable period of time for a business planning perspective; and
4. A twenty five year extension of the authority of WIHCC, TCRHCC, and UNHS to compact under Title V of the ISDEAA for September 30, 2020 to September 30, 2045, with an option for up to two additional twenty-five extensions upon a recommendation by HEHDC for such extension(s), is reasonable in order for each such tribal organization to make prudent business decisions concerning construction, expansion and investment in their health care facilities, in the best interest of the Dine and the Navajo Nation, subject to the authority of the Navajo Nation Council to rescind such authority.

TEEC NOS POS CHAPTER GOVERNMENT

P. O. Box 106, Teec Nos Pos, Arizona, Navajo Nation 86514
Highway 160 BIA School Road #5114 Chapter Government Building
Telephone #928-656-3662 Fax#928-656-3661

NOW THEREFORE BE IT RESOLED:

1. In accordance with the Authority and findings set forth above, the Naabik'iyati' Committee of the Navajo Nation Council hereby extends the authority for WIHCC, TCRHCC and UNHS to compact with the Indian Health Service pursuant to Title V of the ISDEAA for al programs, functions, services and activities ("PESA's") and associated funds for which each tribal organization is eligible, including the planning, design and construction of health care facilities, for period of twenty-five years from September 30, 2020 to September 30, 2045, unless such authority is rescinded by the Navajo Nation Council; and
2. Upon recommendation by HEHSC or its successor committee, WIHCC, TCRHCC, and UNHS are entitled to have such tribal organization's compacting authority extended for up to two additional twenty-five-year periods, so that each such tribal organization can make prudent business decisions concerning construction, expansion and investment in their health care facilities, in the best interest of the Dine and the Navajo Nation; and
3. The Naabik'iyati Committee hereby affirms that the authority of WIOHCC, TRCHCC, and UNHS to compact under Title V of the ISHEAA is conditioned on each such tribal organization's complete and continuing compliance with the conditions set forth in Exhibit "A" to CJY-33-10, such Exhibit "A" may be amended from time to time by the Naabik'iyati Committee; and
4. Should any provision herein be determined invalid by the Navajo Nation courts or other courts of competent jurisdiction, all other provisions of this legislation not determined to be invalid shall remain in full force and effect; and
5. The Teec Nos Pos Chapter hereby support this supporting resolution relating to Health, Education and Human Services and Naabik'iyati'; Extending for twenty-five years the existing authorization under Navajo Nation Council Resolution No. CJY-33-10 for certain Tribal organizations to compact with the Indian Health Service under Title V of the Indian Self-Determination And Education Assistance Act, P.L. 93-6380, as amended.

CERTIFICAITION

Teec Nos Pos Chapter hereby certify that the foregoing resolution was considered by the Teec Nos Pos Chapter (Navajo Nation) at a duly called meeting at which a quorum was present and was motioned by: **Francis Redhouse** seconded by: **Alice Yellowhorse** and that same was passed by a vote of **22**in favor **00** opposed, and **04** abstained, this **8th** day of **June, 2018**.

Alfred L. Jim, President

Kenny Victor, Vice President

Daron Yellowhorse, Secretary/Treasurer

Davis Filfred, Council Delegate

RESOLUTION OF THE BLUE MOUNTAIN DINÉ COMMUNITY
CHAPTER Resolution No: 20183

A RESOLUTION IN SUPPORT OF EXTENDING THE UTAH NAVAJO HEALTH SYSTEM'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 NNC RESOLUTION CJY-33-10 BEYOND SEPTEMBER 30, 2020, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.

WHEREAS:

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people; and
2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
3. The Blue Mountain Diné Community consists of Navajo Nation members and is provided health care services by the Utah Navajo Health System, Inc. ("UNHS"); and
4. The UNHS has successfully provided health care programs, functions, services and activities to the Blue Mountain Dine' since September 1, 2002; and
5. By previous resolution, the Blue Mountain Dine' Community has supported UNHS in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Blue Mountain Dine' Community and others in the southwest region of the Navajo Nation; and
6. UNHS is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and
7. UNHS desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Blue Mountain Diné Community supports extending the Utah Navajo Health System's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which UNHS is eligible, including the planning, design and construction of health facility construction projects within UNHS's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Blue Mountain Diné Community at which a quorum was present and that the same was passed by a vote of _16_ in favor, _0_ opposed, and _1_ abstained, that _22_ day of _____April_____, 2018.

Motion By: Shawn Begaye

Second By: Mark Keith

Clayton Long

Clayton Long, President
Blue Mountain Diné Community

Byron Clarke, Vice President
Blue Mountain Diné Community

Janice Bitsoie

Janice Bitsoie, Secretary
Blue Mountain Diné Community

THE ANETH CHAPTER
ANETH, (NAVAJO NATION) UTAH

WESLEY JONES PRESIDENT
ALFRED BEN VICE PRESIDENT
BRENDA BROWN SECRETARY/TREASURER

RESOLUTION OF THE ANETH CHAPTER

AC- APR-18-048

APPROVE SUPPORTING RESOLUTION FOR EXTENSION OF UTAH NAVAJO HEALTH SYSTEM'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION: CJY-33-10, BEYOND SEPTEMBER 30, 2020, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL

WHEREAS:

1. Pursuant to Navajo Tribal Council Resolution No. CMY-23-79, the Aneth Chapter is duly certified and recognized as an official local unit of the Navajo Nation Government with all duties, responsibilities, and authorities conferred according to 26 N.N.C. § 1 et seq. and has the power and authority to enact plans and development goals that are in the best interest of the community and to recommend, support, and approve community related projects); and

2. The Aneth Chapter is a chapter of the Navajo Nation and is provided health care services by the Utah Navajo Health System, Inc. ("UNHS"); and

3. The UNHS has successfully provided health care programs, functions, services and activities to the Aneth Chapter since September 1, 2002; and

4. By previous Chapter resolutions, the Aneth Chapter has supported UNHS in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Aneth Chapter and others in the southwest region of the Navajo Nation; and

5. UNHS is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and

6. UNHS desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority.

NOW, THREFORE BE IT RSOLVED THAT:

1. The Aneth Chapter supports extending the Utah Navajo Health System's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which UNHS is eligible, including the planning, design and construction of health facility construction projects within UNHS's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

I hereby certify that this forgoing resolution was duly considered by the Aneth Chapter Membership at a duly called meeting at which a quorum was present and that the same was passed with a vote of 30 in favor, 0 opposed and 1 abstained this 19th day of April, 2018.

Motioned by: Melvin Capitan, Jr.
Seconded by: Lynnelle Jones

Wesley Jones, *President*
ANETH CHAPTER

Alfred Ben, *Vice-President*
ANETH CHAPTER

Brenda Brown, *Secretary/Treasurer*
ANETH CHAPTER

RED MESA CHAPTER
Red Mesa, Navajo Nation, Utah

Resolution #RMC 03-041618

RESOLUTION IN SUPPORT OF EXTENDING THE UTAH NAVAJO HEALTH SYSTEM'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 NNC RESOLUTION CJY-33-10 BEYOND SEPTEMBER 30, 2020

WHEREAS:

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights self-government on Behalf of the Navajo people; and

2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and

3. The Red Mesa Chapter is a chapter of the Navajo Nation and is provided health care services b the Utah Navajo Health System, Inc. ("UNHS"); and

4. The UNHS has successfully provided health care programs, functions, services and activities to the Red Mesa Chapter since September 1, 2002; and

5. By previous Chapter resolutions, the Red Mesa Chapter has supported UNHS in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Red Mesa Chapter and others in the southwest region of the Navajo Nation; and

6. UNHS is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30,2020 pursuant to NNC Resolution CJY-30-10; and

7. UNHS desires to extend it existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Red Mesa Chapter supports extending the Utah Navajo Health System's designation and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which UNHS is eligible, including the planning, design and construction of health facility construction projects within UNHS's service area, NNC Resolution CJY-33-10, beyond September 30, 2020.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Red Mesa, Navajo Nation, Chapter at which a quorum was present and that the same was passed by a vote of 30 in favor; 00 opposed; and 04 abstained on this 16th day of April, 2018.

Motion By: Ms Amelia Denetchilly Second By: Mr. Norman Sam

Herman Farley, Chapter President

Marilyn Holly, Chapter Vice-President

Marlene Dee-Ben, Chapter Secretary/Treasurer

Davis Filfred, Council Delegate

OLJATO CHAPTER/ADMINISTRATION
PO BOX 360455
MONUMENT VALLEY, UTAH 84536
Email: oljato@navajochapters.org
Phone: 435-727-5850 Fax: 5852
Shirlee Bedonie, Com. Serv. Coord.

Herman Daniels Jr. Council Delegate
James Adakai, President
Albert Holiday, Vice President
LaNell Menard-Parrish, Sec/Treasurer
Billy Charley, Grazing Official
Peggy Abrigo, Acc. Maint. Specialist

RESOLUTION OF OLJATO CHAPTER
RESOUTION NUMBER: OLJ04-09-2018

A RESOLUTION IN SUPPORT OF EXTENDING THE UTAH NAVAJO HEALTH SYSTEM'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 NNC RESOLUTION CJY-33-10 BEYOND SEPTEMBER 30, 2020, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.

WHEREAS,

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people; and
2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
3. The Oljato Chapter is a chapter of the Navajo Nation and is provided health care services by the Utah Navajo Heath System, Inc. (UNHS); and
4. The UNHS has successfully provided health care programs, functions, services and activities to the Oljato Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Oljato Chapter has supported UNHS in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Oljato Chapter and others in the southwest region of the Navajo Nation; and
6. UNHS is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and
7. UNHS desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority.

THEREFORE, BE IT RESOLVED THAT:

1. The Oljato Chapter supports extending the Utah Navajo Health System's designation as tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which UNHS is eligible, including the planning, design and construction of health facility construction projects within UNHS's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Oljato Chapter at which a quorum was present and that the same was passed by a vote of 34 in favor 0 opposed and 0 abstained, that **22** day of **APRIL 2018**.

1ST Motion: Sarah Nez — 2nd Motion: LaVerne Ivan

James Adakai, President

Albert Holiday, Vice President

LaNell Menard-Parrish, Secretary/Treasurer

Billy Charley, Grazing Officer

Utah Navajo Health System, Inc.

Montezuma Creek, UT

has been Accredited by

The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the

Ambulatory Health Care Accreditation Program

April 1, 2016

Accreditation is customarily valid for up to 36 months.

Rebecca J. Patchin, MD
Chair, Board of Commissioners

ID #374881
Print/Reprint Date: 06/02/2016

Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

NAVAJO NATION CONDITIONS FOR DESIGNATION AS

TRIBAL ORGANIZATION FOR HEALTH CARE PURSUANT TO

INDIAN SELF-DETERMINATION ACT
(P.L. 93-638 AS AMENDED)

Navajo Nation Conditions for
Designation as Tribal Organization for Health Care Pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended)

The Navajo Nation and the designated "Tribal Organizations" shall cooperate under the principles of Ké to ensure that the health care needs of all Navajo citizens are fully met.

The designation of "Tribal Organization" for participation in the Indian Self-Determination Act (P.L. 93-638 as amended) is a revocable designation and is conditioned on the continued, ongoing and full compliance with the terms and conditions as set forth below:

1. The designated "Tribal Organization"
   Must qualify as a participant under the Indian Self Determination Act (P.L. 93-638, as amended) as follows:
   (A) Completing, to the satisfaction of the Health, Education and Human Services Committee and the Naabik'iyati' Committee of the Navajo Nation Council, a planning phase as described under the Act and which includes:
      (1) Legal and budgetary research; and
      (2) Internal tribal government planning and organizational preparation relating to the administration of health care programs.
   (B) Requesting participation Title V, Self-Governance, by resolution of the Health, Education and Human Services Committee and the Naabik'iyati' Committee of the Navajo Nation Council; and
   (C) Demonstrating financial stability and financial management capability for the three (3) fiscal years immediately preceding the application for Title V, Self-Governance.
2. The designated Tribal Organization shall maintain its eligibility for third party payments under the Centers for Medicare and Medicaid Services (CMS).

3. The designated Tribal Organization shall maintain continued accreditation by a nationally recognized accreditation program.
4. The designated Tribal Organization shall operate and administer their Self-Governance Compact programs under the oversight of the Health, Education and Human Services Committee

5. The designated Tribal Organization shall appear before and report to the Health Education and Human Services Committee and the Naabik'iyati Committee of the Navajo Nation Council whenever requested to do so.

6. The designated Tribal Organization shall maintain compliance with all monitoring and reporting requirements duly established by the Health, Education and Human Services Committee, including:

(A) Submission to the Health, Education and Human Services Committee of copies upon receipt, of all final Federal Single Audit Act audit reports, including Audited Financial Statements, and final survey reports issued by its nationally recognized accreditation organizations(s) and all associated corrective action plans, with copies to the Navajo Nation Department of Health.

(B) Submission of copies of the Self-Governance Compact and all Annual Funding Agreements to the Navajo Nation Department of Health.

(C) Submission of copies of the designated "Tribal Organization's" Annual Report, upon acceptance of same by the "Tribal Organization", to the Health, Education and Human-Services Committee and to the Navajo Nation Department of Health. The format, criteria and due date of the Annual report shall be determined by the Health, Education and Human Services Committee.

(D) Submission of a listing of the Board of Directors-identified by Chapter, description of method of selection of Board, length of term and by-laws.

7. The designated "Tribal Organization" shall maintain continued compliance with all applicable Navajo Nation laws and regulations, including, but not limited to, the Navajo Preference in Employment Act and shall provide a report on employment compliance to the Health, Education and Human Services Committee annually and upon request.

8. The designated "Tribal Organization" shall maintain compliance with all applicable Navajo Nation Health care policies and priorities duly adopted by the Health and Social Services Committee and shall demonstrate the establishment and operation of a traditional medicine program as an integral component of the provision of health care.

9. The designated "Tribal Organization" will consult and cooperate with the Navajo Nation Department of Health concerning the public health needs and programs of the Navajo Nation.

10. The designated "Tribal Organizations" and Navajo Nation Department of Health shall timely develop and on-going written policy for consultation on matters of public health and have such policy approved by the Health, Education and Human Services Committee.

11. The designated "Tribal Organizations" and Navajo Nation Department of Health and Navajo Nation Department of Emergency Medical Service shall enter Memorandum of Understandings for the Navajo Nation's use and occupancy of the designated Tribal Organization's facilities as long as such use and occupancy does not interfere with direct care services.

12. The designated "Tribal Organization", in its dealings with the federal and state government, be it lobbying, advocacy, litigation, or negotiating efforts, shall only take positions or make arguments, consistent with official published Navajo Nation positions. The designated "Tribal Organization" shall report and consult with the Health, Education and Human Services Committee prior to such undertakings.

13. The designated "Tribal Organization" shall not directly charge any tribal member for health care services nor charge the Navajo Nation Employee Benefit Plan or Workers Compensation Plan for health care services provided to a covered tribal member unless the Indian Health Service would be able to charge the tribal member for the same service under the same circumstances unless otherwise authorized by the Naabik'iyati' Committee of the Navajo Nation Council.

14. The designated "Tribal Organization" shall provide direct patient care to all Native American eligible users unless otherwise authorized by the Naabik'iyati' Committee of the Navajo Nation Council.

Office of Legislative Counsel
Telephone: (928) 871-7166
Fax # (928) 871-7576

Honorable LoRenzo Bates
Speaker
23rd Navajo Nation Council

MEMORANDUM

TO: Honorable Lee Jack, Sr.
Navajo Nation Council

FROM: Edward A. McCool, Principal Attorney
Office of Legislative Counsel

DATE: September 21, 2018

SUBJECT: AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING FOR APPROVAL OF THE NAABIK'IYATI' COMMITTEE THE DESIGNATION OF THE UTAH NAVAJO HEALTH SYSTEM AS A NAVAJO NATION "TRIBAL ORGANIZATION" FOR A PERIOD OF TWENTY-FIVE (25) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING IT TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON COMPLIANCE WITH ALL TERMS AND CONDITIONS AS REQUIRED

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. Please ensure that this particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§500, 501. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION

LEGISLATION NO: _0317-18_____ **SPONSOR:** Lee Jack Sr.

TITLE: An Action Relating to Health, Education and Human Services; Recommending for approval of the Naabik'iyati' Committee the Designation of the Utah Navajo Health System, Inc. as a Navajo Nation "Tribal Organization" for a period of twenty-five (25) years, for the purpose of contracting with the United States Indian Health Care and authorizing it to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 96-638, as amended) contracts and Title V Self Governance compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended), such designation of "Tribal Organization" being revocable and contingent on compliance with all terms and conditions as required

Date posted: September 27, 2018 at 5:15

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7590

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. *§374 et. seq.*

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: 0317-18

SPONSOR: Lee Jack Sr.

TITLE: An Action Relating to Health, Education and Human Services; Recommending for approval of the Naabik'iyati' Committee the Designation of the Utah Navajo Health System, Inc. as a Navajo Nation "Tribal Organization" for a period of twenty-five (25) years, for the purpose of contracting with the United States Indian Health Care and authorizing it to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 96- 638, as amended) contracts and Title V Self Governance compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended), such designation of "Tribal Organization" being revocable and contingent on compliance with all terms and conditions as required

Posted: September 27, 2018 at 5:15 PM

5 DAY Comment Period Ended: October 2, 2018

Digital Comments received:

Comments Supporting (1)	**1. Robert Whitehorse**
Comments Opposing	***None***
Inconclusive Comments	***None***

Mary

Legislative Secretary II
Office of Legislative Services

10/3/2018 8:15am

Date/Time

Robert Whitehorse
Board of Director- Aneth Chapter
Utah Navajo Health System
rwhitehorse@unshinc.org

To Whom It May Concern:

I fully support Legislation No: 0317-18 that is being sponsored by the honorable delegate, Lee Jack. Sr. As a current board member for UNHS, I am privileged to know that our organization along with other qualified 638 facilities on the Navajo Nation continue to meet the required regulations and guidelines established by Title I, Indian Self-Determination Act (P.L. 96-638, as amended) and Title V Self Governance compacts pursuant to P.L. 638.

Since its inception date, UNHS has provided excellent and sufficient healthcare for the Navajo people in its designated service area. In addition, UNHS for the past 17 years has received favorable audit reviews from the oversight Committee of Navajo Nation Council.

Respectfully,

Robert Whitehorse

Committee Report

THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE OF THE NAVAJO NATION COUNCIL TO WHOM HAS BEEN ASSIGNED;

LEGISLATION NO. 0317-18

AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING FOR APPROVAL OF THE NAA'BIK'IYATI' COMMITTEE THE DESIGNATION OF THE UTAH NAVAJO HEALTH SYSTEM, INC., AS A NAVAJO NATION "TRIBAL ORGANIZATION" FOR A PERIOD OF TWENTY-FIVE (25) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING IT TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON COMPLIANCE WITH ALL TERMS AND CONDITIONS AS REQUIRED

(Note: Eligible for Committee Action October 03, 2018)
Sponsor: Honorable Lee Jack, Sr.

Has had under consideration and report the same with the recommendation that Legislation 0317-18 **FAILED** with no Amendment and no Directive;

Respectfully Submitted,

Jonathan L. Hale, Chairperson
Health, Education and Human Services Committee

December 17, 2018 - Main Motion
Motion by: Honorable Nelson BeGaye
Seconded by: Honorable Olin Kieyoomia
Vote: 1 in favor; 2 Opposed; Chairperson Not Voting
Yeas: Nelson BeGaye
Nays: Olin Kieyoomia; Norman M. Begay
Absent (excused): Amber Kanazbah Crotty; Nathaniel Brown;

December 10, 2018 - Deleted off agenda

October 29, 2018 - TABLED to December 27, 2018
TABLED Motion by: Honorable Amber Kanazbah Crotty
Seconded by: Honorable Norman M. Begay
Vote: 4 in favor; 1 Opposed; Chairperson Not Voting
Yeas: Amber Kanazbah Crotty; Norman M. Begay; Nathaniel Brown; Olin Kieyoomia
Nays: Nelson BeGaye; Absent (excused): None

October 22, 2018 - Main Motion
Motion by: Honorable Nelson BeGaye
Seconded by: NO SECOND; NO ACTION TAKEN

October 22, 2018 - Suspend Floor Rule #9: For Legislations 0316-18 and 0317-18 to be read into record electronically at a later date
Motion by: Honorable Norman M. Begay
Seconded by: Honorable Amber Kanazbah Crotty
Vote: 3 in favor; 1 Opposed; Chairperson Not Voting
Yeas: Norman M. Begay; Amber Kanazbah Crotty; Nathaniel Brown;
Nays: Nelson BeGaye; Absent (excused): None

HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE
Regular Meeting
December 17, 2018

Roll Call
Vote Tally Sheet

LEGISLATION NO. 0317-18

AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING FOR APPROVAL OF THE NAA'BIK'IYATI' COMMITTEE THE DESIGNATION OF THE UTAH NAVAJO HEALTH SYSTEM, INC., AS A NAVAJO NATION "TRIBAL ORGANIZATION" FOR A PERIOD OF TWENTY-FIVE (25) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING IT TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON COMPLIANCE WITH ALL TERMS AND CONDITIONS AS REQUIRED

(Note: Eligible for Committee Action October 03, 2018)
Sponsor: Honorable Lee Jack, Sr.

Has had under consideration and report the same with the recommendation that Legislation 0317-18 **FAILED** with no Amendment and no Directive;

December 17, 2018 – Main Motion
Motion by: Honorable Nelson BeGaye
Seconded by: Honorable Olin Kieyoomia
Vote: 1 in favor; 2 Opposed; Chairperson Not Voting
Yeas: Nelson BeGaye
Nays: Olin Kieyoomia; Norman M. Begay
Absent (excused): Amber Kanazbah Crotty; Nathaniel Brown;

December 10, 2018 – Deleted off agenda

October 29, 2018 – TABLED to December 27, 2018
TABLED Motion by: Honorable Amber Kanazbah Crotty
Seconded by: Honorable Norman M. Begay
Vote: 4 in favor; 1 Opposed; Chairperson Not Voting
Yeas: Amber Kanazbah Crotty; Norman M. Begay; Nathaniel Brown; Olin Kieyoomia
Nays: Nelson BeGaye; Absent (excused): None

October 22, 2018 – Main Motion
Motion by: Honorable Nelson BeGaye
Seconded by: NO SECOND; NO ACTION TAKEN

October 22, 2018 – Suspend Floor Rule #9: For Legislations 0316-18 and 0317-18 to be read into record electronically at a later date
Motion by: Honorable Norman M. Begay
Seconded by: Honorable Amber Kanazbah Crotty
Vote: 3 in favor; 1 Opposed; Chairperson Not Voting
Yeas: Norman M. Begay; Amber Kanazbah Crotty; Nathaniel Brown;
Nays: Nelson BeGaye; Absent (excused): None

Jonathan L. Hale, Chairperson
Health, Education and Human Services Committee

Beverly Martinez, Legislative Advisor
Health, Education and Human Services Committee