

LEGISLATIVE SUMMARY SHEET

Tracking No. 0305-18

DATE: September 14, 2018

AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND NAABIK'IYATI' COMMITTEES; RECOMMENDING FOR APPROVAL BY THE NAABIK'IYATI' COMMITTEE OF AN EMERGENCY EXTENSION OF SIXTY TO NINETY (60-90) DAYS OF THE EXISTING CONTRACT BETWEEN THE FORT DEFIANCE INDIAN HOSPITAL BOARD, INC. AND THE SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE WHICH IS SCHEDULED TO EXPIRE SEPTEMBER 30, 2018; SUCH EXTENSION TO BE GRANTED IN ORDER THAT THE FORT DEFIANCE INDIAN HOSPITAL BOARD, INC. MAY OBTAIN THE CHAPTER RESOLUTIONS NECESSARY FOR CONTINUED DESIGNATION AS A "TRIBAL ORGANIZATION" BY THE NAVAJO NATION

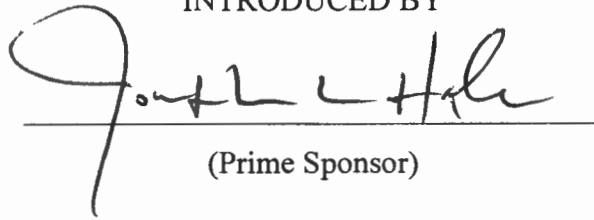
PURPOSE: The purpose of this legislation is to permit a contract extension between the Fort Defiance Indian Hospital Board, Inc. and the Indian Health Service in order that entity can obtain the necessary chapter resolutions.

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: None
Website Posting Time/Date: 9:48am 9/17/18
Posting End Date: 9/22/2018
Eligible for Action: 9/23/2018

PROPOSED STANDING COMMITTEE RESOLUTION
23rd NAVAJO NATION COUNCIL -- Fourth Year, 2018

INTRODUCED BY


(Prime Sponsor)

TRACKING NO. 0305-18

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND
NAABIK'IYATI' COMMITTEES; RECOMMENDING FOR APPROVAL BY THE
NAABIK'IYATI' COMMITTEE OF AN EMERGENCY EXTENSION OF SIXTY TO
NINETY (60-90) DAYS OF THE EXISTING CONTRACT BETWEEN THE FORT
DEFIANCE INDIAN HOSPITAL BOARD, INC. AND THE SECRETARY OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE
WHICH IS SCHEDULED TO EXPIRE SEPTEMBER 30, 2018; SUCH EXTENSION TO
BE GRANTED IN ORDER THAT THE FORT DEFIANCE INDIAN HOSPITAL BOARD,
INC. MAY OBTAIN THE CHAPTER RESOLUTIONS NECESSARY FOR CONTINUED
DESIGNATION AS A "TRIBAL ORGANIZATION" BY THE NAVAJO NATION

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

1 compacting under the Indian Self-Determination and Education Assistance Act. 2
2 N.N.C. § 401 (6)(e)

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

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

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

19 **SECTION TWO. FINDINGS**

20 A. The Fort Defiance Indian Hospital Board, Inc. was initially designated a “tribal
21 organization” by the Navajo Nation, August 3, 2009 by Resolution IGRAU-118-09.
22 See Exhibit A.

23 B. The term of the Fort Defiance Indian Hospital Board, Inc.’s designation of “tribal
24 organization” was later determined by the Health, Education and Human Services, and
25 Naabik’iyati’ Committees through Resolution NABIN-67-15, to for a definite term of
26 three (3) years. See Exhibit B

27 C. The Fort Defiance Indian Hospital Board, Inc. as a “tribal organization” has entered
28 into a contract with the Secretary of the Department of Health and Human Services
29 effective October 1, 2015 for a period of three (3) years, ending September 30, 2018.
30 See Exhibit C.

- 1 D. The Fort Defiance Indian Hospital Board, Inc. has requested a renewal of its
2 participation as a 638 hospital providing medical services on and to the Navajo Nation
3 as a designated "tribal organization".
- 4 E. The request lacked the necessary Chapter resolutions supporting such continued
5 participation.
- 6 F. Fort Defiance Indian Hospital Board, Inc. and the Indian Health Service have agreed,
7 contingent on the approval of the Navajo Nation, to a sixty to ninety (60-90) day
8 extension to the existing contract between the parties to allow time for the Fort
9 Defiance Indian Hospital Board, Inc. to obtain the necessary Chapter resolutions.
- 10 G. The Health, Education and Human Services Committee of the Navajo Nation Council
11 finds it to be in the best interest of the Navajo Nation to recommend approval by the
12 Naabik'iyati' Committee of a sixty to ninety (60-90) day extension of the existing
13 contract as found at Exhibit C, between the Fort Defiance Indian Hospital Board, Inc.
14 and the Secretary of the Department of Health and Human Services, Indian Health
15 Services.
- 16 H. The Naabik'iyati' Committee finds it to be in the best interest of the Navajo Nation to
17 accept the recommendation of the Health, Education and Human Services Committee
18 and approve a sixty to ninety (60-90) day extension of the existing contract as found at
19 Exhibit C, between the Fort Defiance Indian Hospital Board, Inc. and the Secretary of
20 the Department of Health and Human Services, Indian Health Services.

21 **Section Three. Approval**

- 22 A. The Health, Education and Human Services Committee of the Navajo Nation
23 Council hereby recommends approval by the Naabik'iyati' Committee of a sixty to
24 ninety (60-90) day extension of the existing contract as found at Exhibit C, between
25 the Fort Defiance Indian Hospital Board, Inc. and the Secretary of the Department
26 of Health and Human Services, Indian Health Services.
- 27 B. The Naabik'iyati' Committee hereby approves a sixty to ninety (60-90) day
28 extension of the existing contract as found at Exhibit C, between the Fort Defiance
29 Indian Hospital Board, Inc. and the Secretary of the Department of Health and
30 Human Services, Indian Health Services.



RESOLUTION OF THE
INTERGOVERNMENTAL RELATIONS COMMITTEE
OF THE NAVAJO NATION COUNCIL

21ST NAVAJO NATION COUNCIL - THIRD YEAR, 2009

AN ACTION

RELATING TO HEALTH AND INTERGOVERNMENTAL RELATIONS;
SANCTIONING THE FORT DEFIANCE INDIAN HOSPITAL BOARD INC.,
AS AN INDIAN TRIBAL ORGANIZATION, AUTHORIZED TO CONTRACT
FOR ALL HEALTH CARE SERVICES OF THE FORT DEFIANCE SERVICE
UNIT PURSUANT TO P.L. 93-638, THE INDIAN SELF-DETERMINATION
ACT, TITLE I, AS AMENDED

BE IT ENACTED:

1. The Navajo Nation hereby sanctions the Fort Defiance Indian Hospital Board Inc., as a Tribal Organization, as defined in P.L. 93-638, Sec. 4. (C) with authorization to contract with the Secretary of Health for all health care services of the Fort Defiance Service Unit pursuant to P.L. 93-638, The Indian Self Determination Act, Title I, as amended.

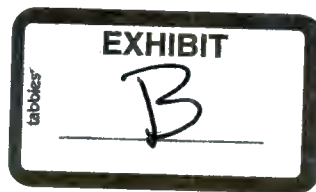
CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Intergovernmental Relations Committee of the Navajo Nation Council at a duly called meeting held at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 8 in favor, 0 opposed, this 3rd day of August, 2009.

A handwritten signature in black ink, appearing to be "Francis Redhouse", written over a horizontal line.

Francis Redhouse, Pro Tem Chairperson
Intergovernmental Relations Committee

Motion: Ervin M. Keeswood, Sr.
Second: George Arthur



NABIN-67-15

RESOLUTION OF THE
NAABIK'IYATI' COMMITTEE OF THE
NAVAJO NATION COUNCIL

23RD Navajo Nation Council---First Year 2015

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND
NAABIK'IYATI' COMMITTEES; CLARIFYING THAT THE CONTRACT TERM IS
FOR THREE (3) YEARS IN RESOLUTION IGRAU-118-09, WHICH IS THE
RESOLUTION AUTHORIZING FORT DEFIANCE INDIAN HOSPITAL BOARD, INC.
TO PROVIDE HEALTH CARE SERVICES PURSUANT TO P.L. 93-638, TITLE
1, OF THE INDIAN SELF-DETERMINATION ACT, AS AMENDED

BE IT ENACTED:

SECTION ONE. FINDINGS:

- A. The Health, Education and Human Services Committee (HEHSC) has the power 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 purpose of contracting or compacting under the Indian Self-Determination and Education Assistance Act. 2 N.N.C. § 401(B) (6) (e).
- B. Pursuant to 2 N.N.C. § 401(C) (2), HEHSC has legislative oversight over all health related activities of the Navajo Nation and its tribal organizations.
- C. The Naabik'iyati' Committee is established as a standing committee of the Navajo Nation Council and has the power to authorize, review, approve and accept all contracts, grants and associated budgets with the United States, its departments and agencies for implementation of the Indian Self-Determination and Education Assistance Act, as amended upon the recommendation of the standing committee which has oversight of the division, department or program applying for the contract. 2 N.N.C. §§ 164 (A) (9), 700 (A), 701 (A) (12) (2012); see also CJA-03-13.
- D. Pursuant to Resolution CJN-35-05, a procedure was established by the Navajo Nation Council for the authorization of 638 health care contracts. See CJN-35-05(4), attached as Exhibit A.

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- E. Under this procedure, the Ft. Defiance Indian Hospital Board, Inc. ("Ft. Defiance"), became a tribal organization authorized to contract for all health care services of the Fort Defiance Service Unit pursuant to P.L. 93-638, the Indian Self-Determination Act, Title I. See IGRAU-118-09 ("Authorizing Resolution"), attached as Exhibit B.
- F. The Authorizing Resolution for Ft. Defiance does not specify the contract authorization term, or whether the term is definite or indefinite for the self-determination contract.
- G. Pursuant to 25 U.S.C. § 450j(c), the term of self-determination contracts shall be (A) for a term not to exceed three years in the case of other than a mature contract, unless the appropriate Secretary and the tribe agree that a longer term would be advisable, and (B) for a definite or an indefinite term, as requested by the tribe (or, to the extent not limited by tribal resolution, by the tribal organization), in the case of a mature contract. (emphasis added)
- H. In accordance with the Authorizing Resolution and 25 U.S.C. 450j(c), the United States Department of Health and Human Services (HHS), through the United States Indian Health Service (IHS), entered into a 3-year contract with Ft. Defiance. See Contract attached as Exhibit C.
- I. The contract between Ft. Defiance and the Secretary of HHS is set to expire on September 30, 2015. See Exhibit C.
- J. At a HESHC Special Meeting held on September 11, 2015, representatives from IHS, who are currently in the process of renegotiating the contract with Ft. Defiance, asked the Committee for clarification as to whether the contract term was meant to be definite or indefinite based on the language in the authorizing resolution.
- K. HEHSC voted upon and decided that the term intended for the Ft. Defiance contract is a definite term of three (3) years.

SECTION TWO. CLARIFYING RESOLUTION IGRAU-118-09 BY DEFINING THE CONTRACT TERM FOR THE FORT DEFIANCE CONTRACT TO BE A DEFINITE TERM OF THREE (3) YEARS.

The Navajo Nation hereby clarifies Authorizing Resolution IGRAU-118-09 by defining the contract term for the Ft. Defiance Indian Hospital Board, Inc. to be a definite term of three (3) years.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Naabik'iyáti' Committee of the 23rd Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of in 15 favor, and 0 oppose, this 12th Day of November, 2015.



Honorable LoRenzo C. Bates, Chairperson
Naabik'iyáti' Committee

Motion : Seth Damon
Second : Tom Chee



SELF-DETERMINATION CONTRACT
BETWEEN
FORT DEFIANCE INDIAN HOSPITAL BOARD, INC.
AND THE SECRETARY OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

(a) Authority and Purpose

(1) **Authority.** -- This agreement, denoted a Self-Determination Contract (referred to in this agreement as the 'Contract'), is entered into by the Secretary of Health and Human Services (referred to in this agreement as the 'Secretary'), for and on behalf of the United States pursuant to Title I of the Indian Self-Determination and Education Assistance Act, (25 U.S.C. § 450 et seq.) and by the authority of the Fort Defiance Indian Hospital Board, Inc. (referred to in this agreement as the 'Contractor'). The provisions of Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450 et seq.) are incorporated in this Contract.

(2) **Purpose.** -- Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450 et seq.) shall be liberally construed for the benefit of the Contractor to transfer the funding and the related functions, services, activities, and programs (or portions thereof), identified in the Annual Funding Agreement ('AFA') incorporated by reference in subsection (f)(2), that are otherwise contractable under section 102(a) of such Act, including all related administrative functions, from the Federal Government to the Contractor.

(b) Terms, provisions and conditions

(1) **Term.** -- Pursuant to section 105(c)(1) of the Indian Self Determination and Education Assistance Act (25 U.S.C. § 450j(c)(1)), the term of this Contract shall begin on October 1, 2015 and extend through September 30, 2018. Pursuant to section 105(d)(1) of such Act (25 U.S.C. § 450j(d)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the AFA incorporated by reference in subsection (f)(2).

(2) -- **Effective date.** This Contract shall become effective on October 1, 2015.

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semiannual payments, or any other method of payment authorized by law, in accordance with such method as may be requested by the Contractor and specified in the AFA.

- (ii) **Method of quarterly payment.** If quarterly payments are specified in the AFA incorporated by reference pursuant to subsection (f)(2), each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of the fiscal year, except that in any case in which the Contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions, and activities subject to this Contract.
- (iii) **Applicability.** Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under this Contract and the AFA.

(7) – Records and monitoring.

(A) In general. Except for previously provided copies of tribal records that the Secretary demonstrates are clearly required to be maintained as part of the recordkeeping system of the Department of Health and Human Services, records of the Contractor shall not be considered Federal records for purposes of Chapter 5 of Title 5, United States Code.

(B) Recordkeeping system. The Contractor shall maintain a recordkeeping system and, upon reasonable advance request, provide reasonable access to such records to the Secretary.

(C) Responsibilities of Contractor. The Contractor shall be responsible for managing the day-to-day operations conducted under this Contract and for monitoring activities conducted under this Contract to ensure compliance with the Contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring visits shall be limited to not more than one performance monitoring visit for this Contract by the head of each operating division, departmental bureau, or departmental agency, or duly authorized representative of such head unless--

- (i) the Contractor agrees to one or more additional visits; or

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- (ii) the appropriate official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of Contract payments, or other serious Contract performance deficiency may exist.

No additional visit referred to in clause (ii) shall be made until such time as reasonable advance notice that includes a description of the nature of the problem that requires the additional visit has been given to the Contractor.

(8) - Property.

(A) In general. As provided in section 105(f) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450j(f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonably divisible real property, facilities, equipment, and personal property that the Secretary has used to provide or administer the programs, services, functions and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.

(B) Records. The Contractor shall maintain a record of all property referred to in subparagraph (A) or other property acquired by the Contractor under section 105(f)(2)(A) of such Act for purposes of replacement.

(C) Joint use agreements. Upon the request of the Contractor, the Secretary and the Contractor shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.

(D) Acquisition of property. The Contractor is granted the authority to acquire such excess property as the Contractor may determine to be appropriate in the judgment of the Contractor to support the programs, services, functions, and activities operated pursuant to this Contract.

(E) Confiscated or excess property. The Secretary shall assist the Contractor in obtaining such confiscated or excess property as may become available to tribes, tribal organizations, or local governments.

(F) Screener identification card. A screener identification card (General Services Administration form numbered 2946) shall be issued to the Contractor not later than the

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effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.

(G) Capital equipment. The Contractor shall determine the capital equipment, leases, rentals, property, or services the Contractor requires to perform the obligations of the Contractor under this subsection, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Contractor.

(9) - Availability of funds. Notwithstanding any other provision of law, any funds provided under this Contract --

- (A)** shall remain available until expended; and
- (B)** with respect to such funds, no further --
 - (i)** approval by the Secretary, or
 - (ii)** justifying documentation from the Contractor, shall be required prior to the expenditure of such funds.

(10) - Transportation. Beginning on the effective date of this Contract, the Secretary shall authorize the Contractor to obtain interagency motor pool vehicles and related services for performance of any activities carried out under this Contract.

(11) - Federal program guidelines, manuals or policy directives. Except as specifically provided in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.) the Contractor is not required to abide by guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed to by the Contractor and the Secretary, or otherwise required by law.

(12) - Disputes.

(A) Third-party mediation defined. For the purposes of this Contract, the term 'third-party mediation' means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary, or the Contractor, to serve as a third-party mediator to mediate disputes under this Contract.

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(B) Alternative procedures. In addition to, or as an alternative to, remedies and procedures prescribed by Section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450m-1), the parties to this Contract may jointly--

- (i) submit disputes under this Contract to third-party mediation;
- (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor;
- (iii) submit the dispute to mediation processes provided for under the laws, policies, or procedures of the Contractor; or
- (iv) use the administrative dispute resolution processes authorized in Subchapter IV of Chapter 5 of Title 5, United States Code.

(C) Effect of decisions. The Secretary shall be bound by decisions made pursuant to the processes set forth in subparagraph (B), except that the Secretary shall not be bound by any decision that significantly conflicts with the interests of Indians or the United States.

(13) - Administrative procedures of Contractor. Pursuant to the Indian Civil Rights Act of 1968 (25 U.S.C. §1301 et seq.), the laws, policies and procedures of the Contractor shall provide for administrative due process (or the equivalent of administrative due process) with respect to programs, services, functions, and activities that are provided by the Contractor pursuant to this Contract.

(14) - Successor annual funding agreement.

(A) In general. Negotiations for a successor AFA, provided for in subsection (f)(2), shall begin not later than 120 days prior to the conclusion of the preceding AFA. Except as provided in section 105(c)(2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450j (c)(2)), the funding for each such successor AFA shall only be reduced pursuant to section 106(b) of such Act (25 U.S.C. § 450j-1(b)).

(B) Information. The Secretary shall prepare and supply relevant information, and promptly comply with any request by the Contractor for information that the Contractor reasonably needs to determine the amount of funds that may be available for a successor AFA, as provided for in subsection (f)(2) of this Contract.

(15) - Contract requirements; approval by Secretary.

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(A) In general. Except as provided in subparagraph (B), for the term of the Contract, Section 2103 of the Revised Statutes (25 U.S.C. § 81) and Section 16 of the Act of June 18, 1934 (48 Stat. 987, chapter 576; 25 U.S.C. § 476), shall not apply to any contract entered into in connection with this Contract.

(B) Requirements. Each contract entered into by the Contractor with a third party in connection with performing the obligations of the Contractor under this Contract shall--

- (i) be in writing;
- (ii) identify the interested parties, the authorities of such parties, and purposes of the contract;
- (iii) state the work to be performed under the contract; and
- (iv) state the process for making any claim, the payments to be made, and the terms of the contract, which shall be fixed.

(c) Obligation of the Contractor.

(1) - Contract performance. Except as provided in subsection (d)(2), the Contractor shall perform the programs, services, functions, and activities as provided in the AFA under subsection (f)(2) of this Contract.

(2) - Amount of funds. The total amount of funds to be paid under this Contract pursuant to section 106(a) shall be determined in an AFA entered into between the Secretary and the Contractor, which shall be incorporated into this Contract.

(3) - Contracted programs. Subject to the availability of appropriated funds, the Contractor shall administer the programs, services, functions, and activities identified in this Contract and funded through the AFA under subsection (f)(2).

(4) - Trust services for individual Indians.

(A) In general. To the extent that the AFA provides funding for the delivery of trust services to individual Indians that have been provided by the Secretary, the Contractor shall maintain at least the same level of service as the Secretary provided for such individual Indians, subject to the availability of appropriated funds for such services.

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(B) Trust services to individual Indians. For the purposes of this paragraph only, the term 'trust services for individual Indians' means only those services that pertain to land or financial management connected to individually held allotments.

(5) - Fair and uniform services. The Contractor shall provide services under this Contract in a fair and uniform manner and shall provide access to an administrative or judicial body empowered to adjudicate or otherwise resolve complaints, claims, and grievances brought by program beneficiaries against the Contractor arising out of the performance of the Contract.

(d) Obligations of the United States.

(1) - Trust responsibility.

(A) In general. The United States reaffirms the trust responsibility of the United States to the Navajo Nation to protect and conserve the trust resources of the Nation and the trust resources of individual Indians.

(B) Construction of contract. Nothing in this Contract may be construed to terminate, waive, modify, or reduce the trust responsibility of the United States to the Nation or individual Indians. The Secretary shall act in good faith in upholding such trust responsibility.

(2) - Good faith. To the extent that health programs are included in this Contract, and within available funds, the Secretary shall act in good faith in cooperating with the Contractor to achieve the goals set forth in the Indian Health Care Improvement Act (25 U.S.C. § 1601 et seq.).

(3) - Programs retained. As specified in the AFA, the United States hereby retains the programs, services, functions, and activities with respect to the Nation that are not specifically assumed by the Contractor in the AFA under subsection (f)(2).

(e) Other Provisions.

(1) - Designated officials. Not later than the effective date of this Contract, the United States shall provide to the Contractor a written designation of a senior official to serve as a representative for notices, proposed amendments to the Contract, and other purposes for this Contract.

(2) - Contract modifications or amendment.

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(A) In general. Except as provided in subparagraph (B), no modification to this Contract shall take effect unless such modification is made in the form of a written amendment to the Contract, and the Contractor and the Secretary provide written consent for the modification.

(B) Exception. The addition of supplemental funds for programs, functions, services and activities (or portions thereof) already included in the AFA under subsection (f)(2), and the reduction of funds pursuant to section 106(b)(2), shall not be subject to subparagraph (A).

(3) - Officials not to benefit. No member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Contract, or to any benefit that may arise from such contract. This paragraph may not be construed to apply to any contract with a third party entered into under this Contract if such contract is made with a corporation for the general benefit of the corporation.

(4) - Covenant against contingent fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

(f) Attachments.

(1) - Approval of Contract. Unless previously furnished to the Secretary, the resolution of the Navajo Nation authorizing the contracting of the programs, services, functions, and activities identified in this Contract is attached to this Contract as Attachment 1.

(2) - Annual Funding Agreements.

(A) In general. The AFA under this Contract shall only contain--

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) such other provisions, including a brief description of the programs, services, functions, and activities to be performed

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(including those supported by financial resources other than those provided by the Secretary), to which the parties agree.


(B) Incorporation by reference. The AFA is hereby incorporated in its entirety in this Contract and attached to this Contract as Attachment 2.

FORT DEFIANCE INDIAN HOSPITAL
BOARD, INC.


Dr. David J. Tsosie, Board President
Dated: 03-04-2016

UNITED STATES OF AMERICA,
DEPARTMENT OF HEALTH AND HUMAN
SERVICES


Dr. Douglas Peter, Acting Area Director
Navajo Area Indian Health Service
Dated: MAR 04 2016


Margaret Shirley-Damon,
Acting Chief Contracting Officer
Navajo Area Indian Health Service
Dated: MAR 04 2016

Attachment 1 – NABIN-67-15, Resolution of the Naa'bi'iyati' Committee of the Navajo Nation Council

Attachment 2 – Annual Funding Agreement, Fiscal Year 2016

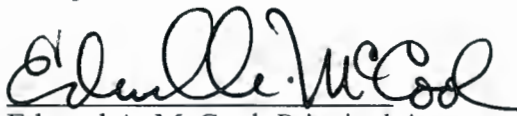
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MEMORANDUM

TO: Honorable Jonathan Hale
Navajo Nation Council

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

DATE: September 14, 2018

SUBJECT: AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND NAABIK'YATI' COMMITTEES; RECOMMENDING FOR APPROVAL BY THE NAABIK'YATI' COMMITTEE OF AN EMERGENCY EXTENSION OF SIXTY TO NINETY (60-90) DAYS OF THE EXISTING CONTRACT BETWEEN THE FORT DEFIANCE INDIAN HOSPITAL BOARD, INC. AND THE SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE WHICH IS SCHEDULED TO EXPIRE SEPTEMBER 30, 2018; SUCH EXTENSION TO BE GRANTED IN ORDER THAT THE FORT DEFIANCE INDIAN HOSPITAL BOARD, INC. MAY OBTAIN THE CHAPTER RESOLUTIONS NECESSARY FOR CONTINUED DESIGNATION AS A "TRIBAL ORGANIZATION" BY THE NAVAJO NATION

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: _0305-18_____

SPONSOR: Jonathan Hale

TITLE: An Action Relating to Health, Education and Human Services and Naabik'iyati' Committees; Recommending for approval by the Naabik'iyati' Committee of an Emergency Extension of sixty to ninety (60-90) days of the existing contract between the Fort Defiance Indian Hospital Board, Inc. and the Secretary of the Department of Health and Human Services, Indian Health Service which is scheduled to expire September 30, 2018; such extension to be granted in order that the Fort Defiance Indian Hospital Board, Inc. may obtain the Chapter Resolution necessary for continued designation as a "Tribal Organization" by the Navajo Nation

Date posted: September 17, 2018 at 9:48am

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.: 0305-18

SPONSOR: Honorable Jonathan L. Hale

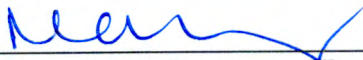
TITLE: An Action Relating to Health, Education and Human Services and Naabik'iyati' Committees; Recommending for approval by the Naabik'iyati' Committee of an Emergency Extension of sixty to ninety (60-90) days of the existing contract between the Fort Defiance Indian Hospital Board, Inc. and the Secretary of the Department of Health and Human Services, Indian Health Service which is scheduled to expire September 30, 2018; such extension to be granted in order that the Fort Defiance Indian Hospital Board, Inc. may obtain the Chapter Resolution necessary for continued designation as a "Tribal Organization" by the Navajo Nation

Posted: September 17, 2018 at 9:48am

5 DAY Comment Period Ended: September 22, 2018

Digital Comments received:

Comments Supporting (3)	1. Mr. Alex Montoya; NN Telecommunication Regulatory Commission member 2. Osenio Tom, President; FDIHB, Inc. Board of Directors 3. Sonny Clark, Crystal Community/Crystal Chapter
Comments Opposing	<i>None</i>
Inconclusive Comments	<i>None</i>



**Legislative Secretary 
Office of Legislative Services**

9/23/2018 1:20pm

Date/Time

0305-18

Sonny Clark <sonnyclark750@yahoo.com>

Sat 9/22/2018 1:20 PM

To: comments <comments@navajo-nsn.gov>;

I am in support of the effort to renew the TMC's designation as a "Tribal Organization", what I strenuously disagree with is the effort by HEHSC to request support resolutions from the Chapters in TMC's service area at this late juncture. When TMC initially entered into the Title 1 contract it was understandable to secure supporting resolutions. Note the term "initially", there is no need to repeat this process every time a new designation for "Tribal Organization" is requested. The Intergovernmental Relations Committee erred when they changed the indefinite status of "Tribal Organization" with TMC to a term of 3 years. I suppose if you are adding an additional layer of red tape this is well and good. However, as it now stands the TMC must now secure support resolutions that are above what the Department of Health and Human Services would require of any Title 1 contracting entity. Please correct this egregious oversight and support our request for an indefinite status of "Tribal Organization".

These are my opinions and should not be construed as anything more than that simple fact. Self Determination under Title 1 will never succeed with TMC if it is not allowed the opportunity to manage its resources and services to the citizens in our service unit area. Again, your support is requested.

Sonny Clark, Crystal Community / Crystal Chapter

sonnyclark750@yahoo.com

0305-18

Alex Montoya <balexmontoya@yahoo.com>

Thu 9/20/2018 12:33 PM

To: comments <comments@navajo-nsn.gov>;

Please allow Fort Defiance Hospital Board an extension on their 638 contract. There is a need for this health care facility to continue their services to our Navajo communities. They must remain a part of our healthcare community. Your favorable vote on this legislation is appreciated. Thank you.

Mr. Alex Montoya, P.O. Box 321, Sanders, AZ 86512
Navajo Nation Telecommunication Regulatory Commission member.

Sent from Mail for Windows 10

Legislation 0305-18

Oscencio Tom <oscencio@gmail.com>

Fri 9/21/2018 11:08 AM

To: comments <comments@navajo-nsn.gov>;

Dear Honorable Delegates of the Health, Education, Human Services Committee (EHSC),

I write to you in full support of Legislation 0305-18. This legislation will ensure that FDIHB, Inc. continues to provide valuable services to the communities it serves while upholding the tenets of self-determination. FDIHB, Inc. primarily serves 16 communities on the Navajo Nation, however does not limit its patients to those 16 chapters; it assists in healing patients from all over the Navajo Nation. We are proud to serve our communities and this legislation will ensure it continues. Thank you.

Very respectfully,

Oscencio Tom
President, FDIHB, Inc. Board of Directors

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0305-18

SPONSOR: Honorable Jonathan L. Hale

TITLE: An Action Relating to Health, Education and Human Services and Naabik'iyati' Committees; Recommending for approval by the Naabik'iyati' Committee of an Emergency Extension of sixty to ninety (60-90) days of the existing contract between the Fort Defiance Indian Hospital Board, Inc. and the Secretary of the Department of Health and Human Services, Indian Health Service which is scheduled to expire September 30, 2018; such extension to be granted in order that the Fort Defiance Indian Hospital Board, Inc. may obtain the Chapter Resolution necessary for continued designation as a "Tribal Organization" by the Navajo Nation

Posted: September 17, 2018 at 9:48am

5 DAY Comment Period Ended: September 22, 2018

Digital Comments received:

Comments Supporting	<i>None</i>
Comments Opposing	<i>None</i>
Inconclusive Comments (1)	1. CAPT Sandra Aretino, DDS, MAGD; Chief Executive Officer, Fort Defiance Indian Hospital Board, Inc.


Legislative Secretary II
Office of Legislative Services

9/24/18 5:13pm
Date/Time



PO BOX 649 FORT DEFIANCE, AZ 86504 PHONE: 928.729.8000 FAX: 928.729.8019 WEBSITE: WWW.FDIHB.ORG

September 14, 2018

CAPT Brian K. Johnson
Acting Director
Navajo Area Indian Health Service
PO Box 9020
Window Rock, Arizona 86515-9020

Dear CAPT Johnson:

FDIHB has been provided a copy of your letter to Navajo Nation Council Delegate Jonathan Hale, dated September 11, 2018. The letter acknowledges that NAIHS received the FDIHB proposal to renew its Self-Determination contract on August 16, 2018. It points out that NAIHS has 90 days to negotiate the terms of the contract, which would be until November 24, 2018. Your letter also notes that NAIHS requested a resolution of the Navajo Nation Council designating FDIHB as Tribal Organization and acknowledges that FDIHB sent you a copy of IGRAU-118-09, which you also acknowledge remains legally effective designation. Somewhat inconsistently, you ask the Navajo Nation to confirm that designation and to do so by September 17, 2018.

This presents several problems for FDIHB. The Navajo Nation has asked that FDIHB provide resolutions from all of the chapters within the Fort Defiance Service Unit confirming their on-going support for FDIHB's role as a Tribal Organization. (These chapters originally expressed this support in resolutions dating from 2008, which also remain legally effective.) While FDIHB has begun the process of obtaining confirmation resolutions from the chapters, as a practical matter it is unlikely that we will have all of these available by next Monday. It also is unlikely that, without these confirmation resolutions from the chapters, the Navajo Nation Council and its committees will issue their own resolutions confirming FDIHB's continuing status as a Tribal Organization.

FDIHB therefore respectfully suggests that NAIHS extend its existing Self-Determination contract through November 24, 2018. This will then give FDIHB time to obtain confirming resolutions from the chapters and will also give the Navajo Nation Council and its committees time to draft and approve their own confirming resolutions. In addition, we can use that time to conduct negotiations for the new contract.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sandra Aretino".

CAPT Sandra Aretino, DDS, MAGD

Chief Executive Officer

Fort Defiance Indian Hospital Board, Inc.

cc: Daalbaaleh (Dee) Hutchison, Executive Officer, NAIHS

Jeffrey Shun, Assistant Regional Counsel, Region IX, Office of General Counsel

Dr. Loretta Christensen, Chief Medical Officer, NAIHS

✓ Jonathan Hale, Chairman, Health, Education & Human Services Committee

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0305-18

SPONSOR: Honorable Jonathan L. Hale

TITLE: An Action Relating to Health, Education and Human Services and Naabik'iyati' Committees; Recommending for approval by the Naabik'iyati' Committee of an Emergency Extension of sixty to ninety (60-90) days of the existing contract between the Fort Defiance Indian Hospital Board, Inc. and the Secretary of the Department of Health and Human Services, Indian Health Service which is scheduled to expire September 30, 2018; such extension to be granted in order that the Fort Defiance Indian Hospital Board, Inc. may obtain the Chapter Resolution necessary for continued designation as a "Tribal Organization" by the Navajo Nation

Posted: September 17, 2018 at 9:48am

5 DAY Comment Period Ended: September 22, 2018

Digital Comments received:

Comments Supporting	<i>None</i>
Comments Opposing	<i>None</i>
Inconclusive Comments (1)	1. Dr. Gloria Segay, Executive Director; Navajo Department of Health



**Legislative Secretary II
Office of Legislative Services**

9/25/2018 9:38am

Date/Time



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

The Honorable Jonathan Hale, Chairman
Health, Education & Human Services Committee (HEHSC)
The Navajo Nation Council
PO Box 3390
Window Rock, AZ 86515

September 20, 2018

Dear Honorable Chairman Hale,

The Navajo Nation Legislative Branch has opened for Internet Public Review Publication Legislative No. 0305-18. The Navajo Department of Health makes the following recommendations to make certain the Fort Defiance Indian Hospital Board, Inc.'s status as a Tribal Organization does not expire September 30, 2018 to Section 3, Approval of the Proposed Legislation:

- A. The Health, Education and Human Services Committee of the Navajo Nation Council hereby recommends approval by the Naa'bik'iyati' Committee of a sixty-to-ninety (60-90) day extension of the existing *tribal organization authorization and contract* as found at Exhibit C, between the Fort Defiance Indian Hospital Board, Inc. and the Secretary of the Department of Health and Human Services
- B. The Naa'bik'iyati' Committee hereby approves a 60-90 day extension of the existing *tribal organization authorization and contract* as found at Exhibit C, between the Fort Defiance Indian Health Board, Inc. and the Secretary of the Department of Health and Human Services, Indian Health Services.

We recommend the above changes in italics to avoid any ambiguities the FDIHB's Tribal Organization status expires September 30, 2018.

Sincerely,

A blue ink signature of Dr. Glorinda Segay, consisting of stylized initials and a surname.

Dr. Glorinda Segay
Executive Director

cc: Honorable Russell Begaye, President, Navajo Nation
Honorable Jonathan Nez, Vice President, Navajo Nation
Honorable LoRenzo Bates, Chairperson, Naa'bik'iyati Committee
Michelle Begay, Attorney, NNDOJ
Ed McCool, HEHSC Legal Counsel

Committee Report

THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE OF THE NAVAJO NATION COUNCIL to whom has been assigned;

LEGISLATION NO. 0305-18

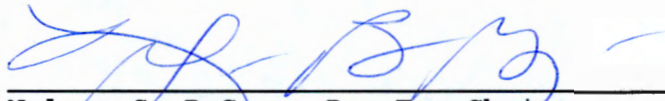
AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES, AND NAABIK'IYATI' COMMITTEES; RECOMMENDING FOR APPROVAL BY THE NAABIK'IYATI' COMMITTEE OF AN EMERGENCY EXTENSION OF SIXTY TO NINETY (60-90) DAYS OF THE EXISTING CONTRACT BETWEEN THE FORT DEFIANCE INDIAN HOSPITAL BOARD, INC. AND THE SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICES, INDIAN HEALTH SERVICE WHICH IS SCHEDULED TO EXPIRE SEPTEMBER 30, 2018; SUCH EXTENSION TO BE GRANTED IN ORDER THAT THE FORT DEFIANCE INDIAN HEALTH BOARD, INC. MAY OBTAIN THE CHAPTER RESOLUTIONS NECESSARY FOR CONTINUED DESIGNATION AS A "TRIBAL ORGANIZATION" BY THE NAVAJO NATION

(Note: Eligible for Committee Action September 23, 2018)

Sponsor: Honorable Jonathan L. Hale

Has had under consideration and report the same with the recommendation that Legislation 0305-18 PASS with no Amendment and no Directive; and therefore referred the same to the NAABIK'IYATI' COMMITTEE OF THE NAVAJO NATION COUNCIL

Respectfully Submitted,



Nelson S. BeGaye, Pro-Tem Chairperson
Health, Education and Human Services Committee

September 24, 2018 - Main Motion

Motion by: Honorable Nathaniel Brown

Seconded by: Honorable Amber Kanazbah Crotty

Vote: 3 in favor; 0 Opposed; Pro-Tem Chairperson Not Voting

Yeas: Nathaniel Brown; Amber Kanazbah Crotty; Jonathan L. Hale

Nays: None

Absent (excused): Norman M. Begay; Steven Begay

HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE
Regular Meeting
September 24, 2018

Roll Call
Vote Tally Sheet

LEGISLATION NO. 0305-18

AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES, AND NAABIK'IYATI' COMMITTEES; RECOMMENDING FOR APPROVAL BY THE NAABIK'IYATI' COMMITTEE OF AN EMERGENCY EXTENSION OF SIXTY TO NINETY (60-90) DAYS OF THE EXISTING CONTRACT BETWEEN THE FORT DEFIANCE INDIAN HOSPITAL BOARD, INC. AND THE SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICES, INDIAN HEALTH SERVICE WHICH IS SCHEDULED TO EXPIRE SEPTEMBER 30, 2018; SUCH EXTENSION TO BE GRANTED IN ORDER THAT THE FORT DEFIANCE INDIAN HEALTH BOARD, INC. MAY OBTAIN THE CHAPTER RESOLUTIONS NECESSARY FOR CONTINUED DESIGNATION AS A "TRIBAL ORGANIZATION" BY THE NAVAJO NATION

(Note: Eligible for Committee Action September 23, 2018)

Sponsor: Honorable Jonathan L. Hale

September 24, 2018 - Main Motion

Motion by: Honorable Nathaniel Brown

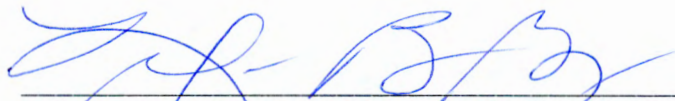
Seconded by: Honorable Amber Kanazbah Crotty

Vote: 3 in favor; 0 Opposed; Pro-Tem Chairperson Not Voting


Yeas: Nathaniel Brown; Amber Kanazbah Crotty; Jonathan L. Hale

Nays: None

Absent (excused): Norman M. Begay; Steven Begay



Nelson S. BeGaye, Pro-Tem Chairperson
Health, Education and Human Services Committee



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