# RESOLUTION OF THE <br> NAABIK'ÍYÁTI' STANDING COMMITTEE OF THE <br> 23 ${ }^{\text {rd }}$ NAVAJO NATION COUNCIL -- Fourth Year, 2018 <br> AN ACTION 


#### Abstract

RELATING TO NAABIK'ÍYÁTI' COMMITTEE; ACCEPTING THE RECOMMENDATION OF THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE AND GRANTING THE DESIGNATION OF "TRIBAL ORGANIZATION" TO THE WINSLOW INDIAN HEALTH CARE CENTER FOR A PERIOD OF FIFTEEN (15) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING THE WINSLOW INDIAN HEALTH CARE CENTER 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. 93638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON CONTINUING COMPLIANCE WITH ALL TERMS AND CONDITIONS AS APPROVED BY THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE OF THE NAVAJO NATION COUNCIL


## BE IT ENACTED:

## SECTION ONE. AUTHORITY

A. Pursuant to Navajo Nation Council Resolution CJY-33-10 and the Navajo Nation Code at 2 N.N.C. Section Five (5) "References to previous Standing Committees" which states in part "References in the Navajo Nation Code....to Government Services and Intergovernmental Relations Committees shall mean the Naabik'íyáti' Committee..." See Exhibit No. 1.
B. The Naabik'iyáti' Committee of the Navajo Nation Council exercises the authority to authorize and approve additional tribal organizations that have received the recommendation and approval of the Health, Education and Human Services Committee of the Navajo Nation Council. See Exhibit No. 1.

SECTION TWO. FINDINGS
A. The Winslow Indian Health Care Center has requested to be designated a "tribal organization" for a period of twentyfive (25) years, 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). As found within Exhibit No. 2.
B. The Winslow Indian Health Care Center serves the Navajo Nation Chapters of Dilkon, Tolani Lake, Teesto, Leupp, Tsidi To'ii, Jeddito, Indian Wells and White Cone.
C. The Winslow Indian Health Care Center proposal for designation of "Tribal Organization" has been endorsed by separate resolutions adopted by all the named respective Chapters. See Exhibit No. 2.
D. The Health, Education and Human Services Committee of the Navajo Nation Council through Resolution HEHSCJY-28-18, has found it to be in the best interest of the Navajo Nation to approve and recommend to the Naabik'iyáti' Committee of the Navajo Nation Council that the Winslow Indian Health Care Center be given the revocable designation of "tribal organization" for a period of fifteen (15) years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian SelfDetermination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian SelfDetermination Act (P.L. 93-638, as amended), attached as Exhibit No. 3 and subject to the Terms and Conditions as found therein.
E. The Naabik'iyáti' Committee of the Navajo Nation Council finds it to be in the best interest of the Navajo Nation, upon approval and recommendation of the Health, Education and Human Services Committee (Committee), to approve giving the Winslow Indian Health Care Center the revocable designation of "tribal organization" for a period of fifteen (15) years 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) and subject to the continuing compliance with the Terms and Conditions as approved and adopted by the Committee attached hereto as Exhibit No. 3 and also as found at Exhibit B within Exhibit No. 2.

## Section Three. Approval

A. The Naabik'íyáti' Committee of the Navajo Nation Council, upon approval and recommendation of the Health, Education and Human Services Committee (Committee), hereby approves giving the Winslow Indian Health Care Center the revocable
designation of "tribal organization" for a period of fifteen (15) years 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) and subject to the continuing compliance with the Terms and Conditions as approved and adopted by the Health, Education and Human Services Committee attached hereto as Exhibit No. 3 and also as found at Exhibit B within Exhibit No. 2.

## CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Naabik'iyáti' Committee of the 23 rd 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 09 in Favor, and 00 Opposed, on this $27^{\text {th }}$ day of December 2018.


Motioned: Honorable Davis Filfred
Second : Honorable Nelson S. BeGaye
Chairman LoRenzo C. Bates not voting
Pursuant to $\$ 700$ ( $D$ ), A quorum of the committee shall be satisfied by the presence of two (2) members of each Standing Committee or a majority of delegates of the Navajo Nation Council.

# RESOLUTION OF THE <br> NAVAJO NATION COUNCIL 

AN ACtION
RELATING TO HEALTH AND INTEKGOVERNMENTAL RELATICNS; AUTHORIZING EXISTING AND FUTURE GUALIFYING 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 SelfDetermination 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.I. 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 SelfDetermination 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".

## CERRTIFICATION

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 21 st day of July, 2010.

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## EXHIBIT "A"

## NAVAJO NATION CONDITIONS FOR HEALTH CARE SELF-GOVERNANCE TRIBAL ORGANIZATIONS

## Navajo Nation Conditions for Health Care Self-Governance Tribal Organizations

The conditions set forth below are intended to be ongoing. Full compliance with the conditions set forth below is a pre-requisite for continuing authorization from the Navajo Nation for participation in Title V, The Indian Self-Determination Act (P.L. 93-638, as amended), Self-Governance. Notwithstanding the above, the Navajo Nation and the Health Care Seif-Governance Tribal Organizations shall cooperate under the principles of Ke' to ensure that the health care needs of all Navajo citizens are fully met.

1. The Health Care Self-Governance Tribal Organization must qualify as a participant under the Indian Self-Determination Act (P.L. 93-638, as amended) by:
(A) completing, to the satisfaction 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 in Title $V$, Self-Governance, by resolution by the governing body of the Navajo Nation; and
(C) demonstrating financial stability and financial management capability for the 3 fiscal years immediately preceding the application for Title V, Self-Governance.
2. The Health Care Self-Governance Tribal Organization shall maintain its eligibility for third party payments under the Centers for Medicare and Medicaid Services (CMS).
3. The Health Care Self-Governance Tribal Organization shall maintain continued accreditation by a nationally recognized accreditation program.
4. The Health Care Self-Governance Tribal Organization shall operate and administer their Self- Governance Compact programs under the oversight of the Health and Social Seivices Committee and pursuant to the authority of the Navajo Nation. The Health Care Self-Governance Tribal Organization shall appear before and report to the Health and Social Services Committee and the Navajo Nation Council when requested to do so.
5. The Health Care Self-Governance Tribal Organization shall maintain compliance with all monitoring and reporting requirements duly established by the Health and Social Services Committee-, including:
(A) The Health Care Self-Governance Tribal Organization shall submit copies of all final Federal Single Audit Act audit repoits, including Audited Financial Statements, and final survey reporis issued by its nationally recognized accreditation organization(s) and all associated corrective action plans to the Health and Social Services Committee with copies to the Navajo Nation Division of Health.
(B) The Health Care Self-Governance Tribal Organization shall provide copies of the Self-Governance Compact and all Annual Funding Agreements to the Navajo Nation Division of Health.
(C) The Health Care Self-Governance Tribal Organization shall provide copies of its Annual Report to the Health and Social Services Committee with copies to the Navajo Nation Division of Health. The format, criteria, and due date of the Annual Report shall be determined by the Health and Social Services Committee.
6. The Health Care Self-Governance 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.
7. The Health Care Self-Governance Tribal Organization shall maintain -compliance with all applicable Navajo Nation health care policies and priorities duly adopted by the Health and Social Services Committee.
8. The Health Care Self-Governance Tribal Organization will consult and cooperate with the Navajo Nation Division of Health-concerning the public health needs and programs of the Navajo Nation.
9. The Health Care Self-Governance Tribal Organizations and Navajo Nation Division of Health shall timely develop an on-going written policy for consultation on matters of public health and have such policy approved by the Health and Social Services Committee.
10. The Health Care Self-Governance Tribal Organizations and Navajo Nation Division of Health and Navajo Nation Department of Emergency Medical Service shall enter Memorandum of Understandings for the Navajo Nation's use and occupancy of Health Care Self-Governance Tribal Organization facilities as long as such use and occupancy does not interfere with direct care services.
11.The Health Care Self-Governance Tribal Organization in its dealings with the federal and state government, be it lobbying, adivocacy, litigation, or negotiating efforts, shall only take positions or make arguments consistont with official published Navajo Nation positions.
12.The Health Care Self-Governance 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 Navajo Nation Council.
11. The Health Care Self-Governance Tribal Organization shall provide direct patient care to all Native American eligible users unless otherwise authorized by the Navajo Nation Council.

# Winslow indian Health Care Center 



## "Self-Governance

 Organizations"CJY-33-10

Reauthorization

## WINSLOW INDIAN HEALTH CARE CENTER

August 17, 2018

Lee Jack, Sr.,
Navajo Nation Council
P.O. Box 3390

Window Rock, AZ 86515

## Dear Honorable Delegate Jack,

On behalf of the Board of Directors (BOD) and WIHCC Management Team, I am respectfully requesting your assistance in sponsoring our compiled documents for reauthorization of the Navajo Nation Council Legislation No. CIY-33-10 including Exhibit "A", conditions for Health Care Self-Governance Tribal Organization.

We understand that once approved by Health, Education and Human Service Committee (HEHSC), the legislation for reauthorization for the three organizations under P.L. 93-638, Title V, Self-Governance will be presented to the Naabik'iyati' Committee. A draft of the proposed resolution is attached. With your assistance, we know this will be processed without much delay.

Please call our office at (928) 289-6100 or e-mail dawn,williams@wihcc.org if you have any questions. Ahxe'her'.

Respectfully,

## Robert Salabye, President

Winsiow Indian Health Care Center
Board of Directors

## Enclosures

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# PROPOSED STANDING COMMITTEE RESOLUTION 23rd NAVAJO NATION COUNCIL - Fourth Year, 2018 INTRODUCED BY: 

(Primary Sponsor)
TRACKING NO. $\qquad$

AN ACTION
RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND NAABIK'IYÁTI'; 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 SELFDETERMINATION AND EDUCATION ASSISTANCE ACT, P.L. 93-638, AS AMENDED

## BE IT ENACTED:

## Section 1. Authority

A. Pursuant to 2 N.N.C. § $401(B)(6)(a)$ 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 organizations as tribal organizations for purposes of compacting under the Indian Self-Determination and Education Assistance Act, P.L. 93-638, as amended (the "ISDEAA").
B. Pursuant to 2 N.N.C. § 701(A)(12), the Naabik'íyáti 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 tribal organizations' participation in Title $V$ of the ISDEAA upon a recommendation for approval of such participation by HEHSC. See CJY-33-10 ๆ 4; Council Resolution No. CAP-10-11 §5(A) (April 21, 2011) (references to IGR prior to Council standing committee restructuring "shall mean the Naabik'íyati Committee").

Section 2. Findings
A. The Winslow Indian Health Care Center ("WIHCC"), Tuba City Regional Health Care Corporation ("TCRHCC") and Utah Navajo Health Systems ("UNHS") are currently authorized by CJY-33-10 as tribal organizations for the purpose of compacting with the Indian Health Service ("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.
B. WIHCC, TCRHCC and UNHS have successfully operated their respective health care facilities and related programs since 2002, have the support of the Chapters that each tribal organization serves, as set forth in Composite Exhibits " 1, " " 2 ," and " 3 " hereto, and 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.
C. HEHSC has reviewed each tribal organization's annual report, including each organizations' 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 organizations is in compliance with all conditions of Exhibit "A" to CJF-33-10, and has recommended an extension of the authority for WIHCC, TCRHCC and UNHS to compact with IHS.
D. In order for WIHCC, TCRHCC and UNHS to make prudent business decisions regarding construction, expansion and investment in their health care facilities, in the best interest of the Diné 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 from a business planning perspective.
E. Navajo Nation policy, as reflected in the authorized leasing periods for business site leases under § 108 of the Navajo Nation Business Site Leasing Regulations of 2005, approved by the former Economic Development Committee of the Navajo Nation Council pursuant to the Navajo Nation Business Site Leasing Act, 5 N.N.C. § 2301 et seq., and by the Secretary of the Interior pursuant to 25 U.S.C. $\S 415$ (e), is for business site leases to be issued for an initial twenty five year period with an option to renew for up to two additional twenty five year periods.
F. A twenty five year extension of the authority of WIHCC, TCRHCC and UNHS to compact under Title V of the ISDEAA from September 30, 2020 to September 30, 2045,
with an option for up to two additional twenty five year extensions upon a recommendation by HEHSC 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 Diné and the Navajo Nation, subject to the authority of the Navajo Nation Council to rescind such authority.

## Section 3. Approvals, Authorizations and Directives

A. In accordance with the Authority and Findings set forth above, the Naabik'iyáti' 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 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 ceare facilities, for a period of twenty five years from September 30, 2020 to September 30, 2045, unless such authority is rescinded by the Navajo Nation Council.
B. Upon recommendation by HEHSC or its successor committee, WIHCC, TCRHCC and UNHS are each 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.
C. The Naabik' iyati Committee hereby affirms that the authority of WIHCC, TCRHCC and UNHS to compact under Title V of the ISDEAA is conditioned on each such tribal organization's complete and continuing compliance with the conditions set forth in Exhibit "A" to CJY-33-10, as such Exhibit "A" may be amended from time to time.

## Section 4. Savings Clause

A. Should any provision herein be determined invalid by the Navajo courts or other court of competent jurisdiction, all other provisions of this legislation not determined to be invalid shall remain in full force and effect.

## CERTIFICATION

I hereby certify that the foregoing Resolution was duly considered by the Naabik'iyati' Committee of the $23^{\text {rd }}$ Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and the same was passed by a vote of $\qquad$ in favor, $\qquad$ opposed and $\qquad$ abstained, this $\qquad$ day of 2018.

LoRenzo C. Bates, Chairperson
Naabik'íyáti Committee
Motion:

Second:

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# EXECUTIVE SUMMARY 

## OF

## ACCOMPLISHMENTS

## 2002-2018



## Winslow Indian Health Care Center

The Winslow Indian Health Care Center (WIHCC) started operation under a P.L. $93-638$ contract on September 01, 2002 as a "pilot project". P.L $93-638$ is Public Law number 638, passed by the 93 rc Congress, is the Indian Self-Determination and Education Assistance Act (ISDEAA). P. L. 93-638 is commonly referred to as "638" and is synonymous with Self-Determination. WIHCC successfully transitioned from Indian Health Service (IHS) operation to operation by private, non-profit Tribal organization (WIHCC) through P. L. 93-638. To address issues collaboratively with other 638 organizations on the Navajo Nation (Tuba City, Winslow, Utah), the Association of Indians for Self-Determination in Healthcare (AISDH) was formed in 2003. In 2005, the AISDH member organizations negotiated with the Navajo Nation Council (NNC) to reauthorize the three organizations as full pledged 638 programs by removing "pilot project" status. This. 15 -year reauthorization started on October 1, 2005 and continues through September 30, 2020. In October 2008, WiHCC received its mature contract status from the Indian Heailh Service. Beginning in 2009, the AISDH member organizations worked together again to negotiate with NNC and IHS to authorize Self-Govemance compacting under Titte V of P. L. 93-638. Self-Governance allowed WIHCC to autonomously expand and enhance health care services including the planning, design and construction of projects at the local level. On July 21, 2010, the NNC approved Legislation CJY 33-10 authorizing WIHCC, Tuba City and Utah to enter into Title V - Tribal Self-Governance compacts.

WIHCC serves eight (8) chapter areas (Grazing Districtsty and 7) in the southwest region of the Navajo Nation. The chapters include Birdsprings, Dilkon, Indian Wells, Leupp, Teesto, Tolani Lake, Jeddito and White Cone. The senvice area also includes the border towns of Winslow, Joseph City and Holbrook.

Currently, Winslow is the main facility with two satellite clinics located at Dilkon and Leupp. The Winslow facility is open seven days a week from 7:00 a.m. to 11:00 p.m. whereas the satellite clinics are open five days a week from 8:00 a.m. to 5:00 p.m. Emergency cases after 11:00 p.m. are seen at Little Colorado Medical Center (LCMC). All these arrangements will change once the new Dilkon facility is built and in operation.

Based on FY 2017 data from Navajo Area Indian Health Service (NAIHS), WIHCC served 17,425 active users of the 241,885 total user population in the Navajo Area. This is $1.27 \%$ growth in a one year period. Winslow was the only Service Unit to increase in the Navajo Area in FY 2017. WIHCC's FY 2017 user population reflects a $17.5 \%$ increase from 2002 when WIHCC was first established as a Tribal organization. Serving the needs of our population in FY 2017 has resulted in 186,797 patient visits, a significant increase from the 80,967 patient visits in 2003.

Workload - Navajo Area User Population (Federal \& Tribal)

| Service Unit | FY2007 | FY 2008 | FY 2009 | Fr 2010 | Fr2014 | ア2012 | FY2013 | Fy 204 | BY2015 | FY 2016 | Fr 2017 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Chinle | 33,535 | 33;838 | 34,390 | 34,675 | 35,027 | 35,016 | 35,027 | 34,902 | 34,557 | 34,259 | 33,634 |
| Crownpoint | 20,339 | 20,459 | 21,490 | 21,300 | 19,787 | 20,551 | 19,787 | 19,791 | 19,710 | 19,470 | 19,230 |
| FtDefiance | 30,929 | 30,676 | 29,774 | 29;883 | 29,119 | 29,425 | 29,119 | 28,726 | 28.520 | 28,305 | 27,667 |
| Gallup | 41,410 | 4,1,520 | 41,861 | 42,731 | 49,275 | 43,360 | 43,275 | 43,370 | 43;149 | 43,750 | 42,524 |
| Kayenta | 17,238 | 17,358 | 17,448 | 18,649 | 18.295 | 18,352 | 18,295 | 18,656 | 19,129 | 19,125 | 19,119 |
| Shiprock | 51,731 | 51,975 | 52,590 | 53,685 | 53,915 | 53,640 | 53,915 | 58,826 | 53,623 | 52,890 | 52,263 |
| Tuba Clity | 27,438 | 28.138 | 28,634 | 28,595: | 31,300 | 30,249 | 31300 | 30,856 | 30,520 | 30,164 | 30,023 |
| Whislow Areation |  237.981 | 239234 |  |  |  |  |  | 5x | $5$ |  | 12425 <br> 241885 |

WIHCC//winslow indian heaith cane center

## BRIEF HISTORY OF INDIAN SELF-DETERMINATION ACT (ISDA)

A. 1868 - Establishment of Navajo Treaty to escape removal and the return home of Navajo people from Fort Sumner, New Mexico.
B. $\quad 1921$ - Snyder Act authorizes the expenditure of federal monies "for the relief of distress and conservation of health" of Indian people, and for "employment of... physicians... for Indian Tribes throughout the United States."
C. 1955 - Establishment of Indian Health Service.
D. 1974 / 1975- P.L. 93-638, Indian Self-Determination and Education Assistance Act passed by the 93 rd Congress and signed into law on January 04, 1975.
E. 1996 - Letter of Intent filed by the Navajo Nation President to contract all the NAIHS Service Units.
F. 2000 - The NNC passed resolution to establish the Navajo Health Care Corporation.
G. 2001 - Winslow Service Unit was incorporated as Winslow Indian Health Care Center, Inc. (WIHCC), under the laws of the Navajo Nation.
H. 2002 (April) - NNC authorized Tuba City Indian Medical Center, Utah Navajo Health Care System and Winslow Service Unit as P.L. 93-638 Indian Self Determination tribal organizations, as "pilot projects".
I. 2002 Board of Directors (BOD) for WIHCC was established. Officers of the Board selected and BOD Bylaws developed and approved by the BOD.
J. 2002 (May - August) - Negotiations conducted between the IHS and WIHCC for a P. L. 93-638 contract.
K. August 16, 2002 - Indian Self-Determination contract signed by John Hubbard, former NAIHS Director, Jack Tarro, NAIHS Contracting Officer and Thomas Cody, former President of WIHCC BOD.
L. September 01, 2002-WIHCC started operation as an independent, non-profit corporation.
M. September 17, 2002 - The WHCC celebrated the new era of locally-controlled health care under the Indian Self-Determination Act.

## FACILITIES

The original facility is 87 years-old and registered under Arizona State Historic Preservation (see images below). Initially built in 1931 as a tuberculosis sanatorium, the building has evolved over the years. After an earthquake in 1971, the Indian Health Service concluded the building to be a risky and unsafe structure. Despite this fact, it remained in use for inpatient services until it was converted to an ambulatory health care facility in 1977. To ensure the facility was in compliance with applicable standards, a survey was conducted by the Accreditation Association for Ambulatory Health Care (AAAHC), which has since been conducted every three (3) years. Throughout this time WIHCC had always met accreditation standards and patient demand until, in 2004, the AAAHC cited the building as being deficient in clinical space and recommended more space for patient care.


WIHCC /winsLow Modan health care center

Additional structures and modular buildings were continually added to the Winslow campus throughout the years to keep up with the growing patient demands. Finally in 2013, with the proposed new Dilkon facility at least some years away, the WIHCC Board and Management Team determined that the main WIHCC facility had reached a critical point and something needed to be done to keep up with patient volume. WIHCC staff and the Board of Directors planned and proposed a new ambulatory health care facility to meet the needs of the patients. With careful planning so as not to impact the planned Dikon health facility, and at a cost of $\$ 16,845,000$, the new WIHCC Medical Office Building (MOB) opened on September 12, 2014 with a fotal of 35,503 square feet. WIHCC now had additional space in which to provide and expand services, and was now positioned to better meet the needs of its patients. The project was solely funded by revenue generated by WIHCC and is a far cry from the tuberculosis sanatorium of 1931 (see pictures below)


In addition to the MOB, other program enhancements and infrastructure such as a new traditional Hogan, new Laboratory facility, and new office space for Finance, Business Office, Medical Records, General Services and Tribal Health Programs, were developed. The most recent additions to Winslow's campus are the Hozhoogo lina Wellness Center, which houses WHHCC's Diabetes programs, and which opened its doors to patients in 2015, and the new 15-chair Dental Facility equipped with state of the art dental equipment that opened on May 04, 2018. The satellite clinics at Dilkon and Leupp have also been renovated including improvements to the parking lots al all the clinic sites.

WIHCC also maintains a professional relationship with Little Colorado Medical Center (LCMC), a private, non-profit organization that extends privileges to WIHCC medical staff to care for Native American patients. This arrangement provides otherwise unavailable inpatient care in a cost effective manner. WIHCC physicians admit patients that require close monitoring and they follow through until the patients are discharged, improving the continuity of care for WIHCC's patients. Admissions to LCMC have increased by $12 \%$ in recent years. Higher acuity patients are referred to other facilities such as Flagstaff Medical Center as well as hospitals in Phoenix or Tucson.

## QUALITY MANAGEMENT

WiHCC's Strategic Plan is developed and revised for the organization every three years. The Goals and Objectives are devised based on the identified needs for the organization and communities served. The latest plan is outlined using the "Studer Concept" of six pillars covering Service, Quality, People, Finance, Growth and Community. The staff also adheres to AAAHC standards, Govemment Performance Results Act (GPRA), Laboratory Accreditation, Credentialing/Privileging requirements for providers, Navajo Preference Employment Act and a multitude of other applicable rules/regulations. These activities and the Compliance Program are monitored by WIHCC's Quality Management Department

## COMMUNITY HEALTH SERVICE

Health Promotion/Disease Prevention Program (HP/DP) works with communities and schools to promote healthy lifestyle choices and overall well-being of our patients. HPIDP includes Public Health Nursing (PHN), Safety, Environmental Health, MethiSuicide Prevention Initiative and Diabetes Prevention through the Special Diabetes Prevention Initiative. The staff provide health education and conduct preventive health activities promoting healthier personal choices to prevent diseases. Additional programs include
complementary therapeutic treatments, such as massage therapy, Navajo traditional medicine, and sweat lodge, ensuring holistic healing. These programs use strategies and fundamental tools like the Navajo Wellness Model-valuing the Navajo Philosophy of Four Cardinal Directions, scientific information from the Centers for Disease Control (CDC), the Healthy Peoples Initiative with Leading Health Indicators and Government Performance Results Act (GPRA). Employees are well informed about these principles, values and doctrines. PHN staff extends professional nursing care to the service area of WIHCC. They provide health education, health screenings, monitor immunizations and assess socio-economic situations on patients including follow-up care to discharged patients to ensure adherence to the medical regimens and to prevent complications or readmission. The Safety program assists with injury prevention, assuring a safe environment by observing and monitoring the WIHCC campus and satellite clinics for conditions that might compromise the safety of patients, staff, and the general public. They also coordinate the Emergency Preparedness program in case of natural disasters or safety matters on a systems wide basis. Office of Environmental Health (OEH) staff provides education and services related to food handling and injury prevention through the proper installation and use of child safety seats. In collaboration with the Navajo Nation EPA, IHS Environmental Health, and NOSHA, the OEH staff conducts environmental surveys and develops prevention strategies for zoonotic and enteric diseases. They also investigate safe water concerns and assure institutional adherence to safety standards.

## INFORMATION TECHNOLOGY (IT)

In 2002, WiHCC operated using a federal computer system which was not very efficient. Since then, the IT Department has worked to provide staff at every level of the organization the most updated computer technology. This includes implementing an Electronic Health Record, which is now at $99.9 \%$ complete. In addition to the regular maintenance of computers, printers, fax, scanners, servers, routers, and network security, IT has implemented several specialty projects. Some examples of additional projects include:

[^2]- Xerographic invenlory management system for WIHCC.
- Ateb Optometry patient messaging system.
- EHR VISTA Imaging Seivers and Archiving System
- Clinical Laboratory autoriation
- WIHCC Ouilook Email Encryption
- Massive ovenhaul of the WIHCC Personal Computer (PC) systems
- New Medical Office (MOB) project


## CLINICAL SERVICES

Since 2002, clinical services have increased dramatically at Winslow Indian Health Care Center. To meet the patient care needs, it was necessary to increase the number of clinical staff as illustrated in the Work Force section below. Primary Care Provider Visits have increased by $36 \%$ since 2002. Workload increase and redistribution has changed since the 2014 opening of the new clinic building (MOB). Total patient workload increased by $15 \%$ over FY 2013, prior to the new MOB. Also, patient visits have increased at each clinic site - at the Winslow site, by $20 \%$, at Leupp and Dilkon, by $20 \%$ and in the Urgent Care at Winslow, by $16 \%$ (see graph on page 1 ).

| 2002 | 2017 |
| :---: | :---: |
| Medical Care, Laboratory, Medical Imaging, Dental Care, Behavioral Health; Pharmacy Optometry, Physical Therapy, Navajo EMS | Comprehensive services: Primary Care/Family Practice, Maternal/Child Health, Diabeles/Nutnition, Behavioral Healih, Subsiance Abuse Treatment, Expanded Dental Services, Expanded Physical Therapy, Improved Pharmacy Therapy, Laboratory in a new facility |
|  | Other Services on On-site: Orthopedics, Rheumatology, Nephrology, Gynecology, High Risk Obstetrics, Perinatal Ulitrasonography, Pacemaker Clinic, Retinal Clinic |
|  | Specialty Services on Site: Surgery, Cardiology, Optometry; Podiatry/Wound Care, Urgent Care -NightsiWeekends, Hospital Services (LCMC), Medical Imaging/CT, Laboratory with more advanced tests, Neurology, Electromyography, WIHCC EMS |

WHCC/mmslow indian health care center

Contracted Specialty Services on-sitt: Orthopedics, Rheumatology, Nephrology, Gynecology, High Risk Obstetics, Perinatal Ultrasonography, Pacemaker Clinic, Retinal Clinic

- Cardiology Program: The WHCC Cardiology Program started in 2011. Winslow is one of few facilities in IHS with a full-time cardiologist, allowing patients to access convenient, cost-effective, high quality local cardiology services. This includes state of the art echocardiographic services such as Dobutamine Echocardiograms, Stress Echocardiograms, Stress Treadmill tests, 24 Holter Monitors, Event Monitors, and Pacemaker Tests. From 2015 to 2016; cardiology patient visits increased by 19\% to over 2,500 visits in 2016.
- Surgery Program: The WHCCC surgery program started in January 2006 when WHCC hired its first surgeon. The program has since grown, necessitating the addition of a second surgeon in 2043. Procedures are done at LCMC including endoscopies and all outpatient surgical visits are done at WIHCC - Winslow campus.
- Neurology Service: In 2014, a Neurologist was hired to provide services to patients with neurological health issues. Outside referrals also come to WIHCC for neurology services.
- Contracted Specialty Services: Specialties at WIHCC include Orthopedics, Rheumatology, Nephrology, Gynecology, High Risk Obstetrics, Perinatal Ultrasonography, Pacemaker Clinic, and Retinal clinic.
- Electronic Health Record (EHR): In 2002, paper charts were used for documentation of visits and these charts involved extensive paperwork. Over the last 15 years, WIHCC has implemented an Electronic Health Record (EHR) and this initiative is currently at about $99.9 \%$ complete, which eliminates having to carry paper charts. There are many benefits to using EHR, such as creating more efficient practices, cost savings, adherence to confidentiality/privacy, safety and the timely dispensing of medications to patients due to E-Prescribing.
- Patient Centered Medical Home (PCMH): Organizing care around the patient was implemented in 2013 and WIHCC became officially accredifed as a Patient Centered Medical Home during the 2014 AAAHC survey. With the implementation of PCMH, WIHCC has many patients matched with the primary care provider (PCP) of their choice and this has improved the rates at which patients make their scheduled appointments and increased the percentage of visits with identified PCPs. Additional nursing staff were also hired as Clinical Care Coordinators.
- Quality Indicators: The Federal Torts Claims Act (Malpractice). Over the past 20 years, WIHCC has been number one in the Navajo Area in having the least amount of claims filed on a per capita basis. This trend continues today. For example, whereas WIHCC treats 7\% of Navajo Area population, less than $3 \%$ of all NAIHS claims have originated at WIHCC facilities. The last report was FY-2013 when WIHCC only one Federal Tort Claim filed for any care received at WIHCC after 2007. Today there is no active case on file.


## WORK FORCE - NUMBER OF POSITIONS

2002: At the beginning of 638 operations, WIHCC had 189 Indian Health Service employees, either Civil Service or Commission Officers.
2016: Currently, the number of employees has increased from 189 in 2002 to 453 positions in 2017; a 153\% increase. FY 2016 annual report indicated the following:

| POSITIONS | 2004 | 2017 |  |
| :--- | :--- | :--- | :--- |
| Commissioned Officers | 18 | 21 |  |
| Federal (Civil Service) | 50 | 01 |  |
| Corporate Employees | 160 | 398 | 319 Navajo Employees (77\%) |
|  |  |  | O9 Non-Navalo Natives (2\%) |



## BUDGET

Below is a graph of Federal funding received and 3rd Party Revenue generated by WIHCC. In September 2003, WIHCC purchased and implemented the Oracle Financial System to better manage the WIHCC's finances and purchasing/procurement functions. During the first year of operation under P.L. 93-638, WIHCC received $\$ 15.8$ million under its IHS contract and collected $\$ 1.2$ million in $3^{\text {rd }}$ party reimbursements, totaling $\$ 17$ million in total review. WIHCC's current budget includes $\$ 30.7$ million under its IHS compact and $\$ 34.5$ million in $3^{\text {rd }}$ party reimbursements (total $-\$ 64.4$ million) revealing that the $3^{\text {rd }}$ party revenues now exceed funds from IHS. Therefore, it is very important to generate the $3^{\text {rd }}$ party revenue to meet the critical health care needs of the people. Annual financial audits are required by P. L. 93-638 and are conducted each year. WIHCC's initial audits were done by Barry Fowler and Associates out of Alaska and more recently, REDW of Albuquerque has performed WIHCC's annual audits. WIHCC has a history of unmodified (clean) audits for the last 15 years. The audit reports are submitted to IHS, HEHSC (oversight committee) with copies submitted to NDOH and the Office of Inspector General-Department Healih \& Human Services (DHHS). Financial reconciliation is done with IHS quarterly or as requested. Below is a graph of WHCC's budget from 2002-2017.


As the above graph indicates, WHCC ensures that its budget is monitored meticulously, In order to meet the established goal for each year, the staff work diligently on 3 rd party collections, following the processes according to federal law and WIHCC policy.

SUPPORT SERVICES


In March 2003, a temporary Administrative Support Building was established for offices for Finance, Human Resources, Business, General Services and Information Technology. All these programs were transferred from IHS to WIHCC in 2002. A larger conference room was also established in this building as there was no conference room in the old building. Today these offices, including Health Information Management, are located in the new facility.

## NURSING DIVISION

There are currently 36 departments compared to approximately 30 in 2002. All the departments have expanded particularly the Clinical Nursing Department which now has its own seven (7) departments with approximately 100 employees and of that, there are 83 clinical positions, 55 of those being nurses. $51 \%$ of the nurses are Native American Registered Nurses and $46 \%$ are Navajo nurses. WIHCC has a Nursing Scholarship program or "Grow Our Own" program. Nursing Assistant to RN program is also available under the Nursing Fellowship Program. Three (3) employees eamed their ADNs and are now employed as Registered Nurses. The Nursing scholarship program also includes high school students, encouraging students to go into health fields. There were no such educational programs under IHS prior to 2002.


## DIABETES PROGRAM; Hozhoogo lina Wellness Center

The Special Diabetes Program (SDP) also needed more space, so WIHCC proposed to construct another facility for the SDP called the Hozhoogo lina Wellness Center. The facility was dedicated on August 10, 2014.


Best Practice Results: In the selected target population, there was an increase from baseline of $47 \%$ at the beginning of the year to $87 \%$ by the end of 2016 ; an increase of $39 \%$. Another example, a Primary Care Provider, Lita Scott's, patients illustrate improvements in monitoring patients with an HgbA1c >8.0 who received Diabetes-Related Education. Some innovative programs related to promote healthy lifestyle are Cardio Kick, Cardio Toning, Chair Yoga, Functional Training, Mom's in Motion, Step, Tae Kwon Do, Yoga, Zumba, Zumba Toning and community activities such as Just Move lt. The Nutrition Program is also part of the DM program and is coordinated by a Registered Dietitian and DM Nutrition Technician providing education on blood glucose monitoring, and nutrition, including food demonstrations. They also participate in DSME, community, school and staff health promotion activities. Part of the Nutrition program is a Concession Stand in the MOB waiting room that opened on December 14, 2015 and provides nutritional food and snacks for patients, catering for meetings and employee activities.

## DENTAL PROGRAM

WIHCC has a state of the art dental program at Winslow, Dikion and Leupp, including expanded dental clinic access to care. Services include:
Mobile Dental Van Programs (2 Vans)

- Sealant Program
- Head Start Program
- Dental Hygiene Program
- NAOMI House

Periodontal clinic

- Implants
- Osseous Surgery
- Crown Lengthening

CEREC Clinic


- Provides crowns made in-house
- Increases number of prosthetics available to patients


The new 15 chairs, state-of-Art dental faclility opened on May 05, 2018.

Orthodontic Clinic at Winslow, Dilkon, and Leupp.

- Treatments: 2 days/month in Winslow, 1 day in Dilkon, 1 day in Leupp. In 2016, provided 90 ortho consults; 674 visits.
Dental Residency Program
Complex Endodontic freatment
School Programs at Dilkon and Leupp
Specialized 3D Digital Cone Beam images
The Dental Implant Program is the only one in the Navajo Area, and provides patients with another option to restore missing teeth. Patient selection is important to have successful dental implant(s) and proper maintenance of implant(s) is important for long term success of the implant(s). In 2016 alone, 70 implants were placed by WIHCC dental.


## NAVAJO TRADITIONAL PRACTITIONER PROGRAM

In 2002, patients waited at General Clinic waiting room and walked a distance to see a medicine man in a small Hogan without modern facilities. Handicapped and elderly patients waited in their vehicles or outside.


WIHCC |Winslow indan health carie center

Today, the new traditional hogan has a waiting room, a rest room and has appointment system. The staff and patients are invited to monthly traditional education sessions. Sweat lodge ceremonies are conducted once a month for females and males.

## VETERANS PROGRAM

The Veterans Healith Administration (VHA) and WIHCC signed an agreement in 2012 under which WIHCC is reimbursed for any services provided to a VHA enrolled veteran. The reimbursement agreement is renewable annually. Veterans may have supplemental insurance such as AHCCCS, in which case the VA medical benefit is then a payor of last resort. One of the accomplishments in 2016 was partnering with Health Promotion and Northem Arizona VA Health Care (NAVAHC) to host a Veterans Summit. The goals of the summit focused not only to provide information to local veterans but also to increase the number of veterans for eligibiity for medical benefits by offering onsite enrollment services. NAVAHC staff from Flagstaff, Prescott, and Phoenix were onsite to assist veterans at the summit.

## DILKON HEALTH CENTER (DHC) PROJECT

Navajo Nation legislation CJY 33-10 authorizes WIHCC to "plan, design and construct" projects within its service area. As authorized, WIHCC constructed a new ambulatory health center, WIHCC's Medical Office Building (MOB), under a Title V, Construction Project Agreement (TVCPA) with the IHS. This is a 36 square foot facility located in Winslow at a cost of $\$ 16.8$ million. This project was totally supported by WIHCC funds.

When people witnessed fhe successful construcfion of the MOB, each of the eight (8) chapters within the service area submitted resolutions in support of WIHCC compacting the design and construction of the DHC project. Health, Education, Human Services Committee (HEHSC) and Naabik'iyati' Committee also supported WIHCC to compact the project.

In February 2016, the Navajo Nation President made a decision to have WHCCC do the design. Thereafter, WIHCC met with Dilkon Steering Committee (DSC) to plan and to proceed with the design project. WIHCC negotiated with IHS for a TVCPA for the design only. The TVCPA was finalized and approved on April 18, 2017 and the funding for the design came to WIHCC on April $25^{\text {ti }}$ in the amount of $\$ 6.3$ million. WIHCC then proceeded with a Request for Qualification and Contract Requirements for Architectural/Engineer (A/E) Design Services. Following all the requirements and procedures, including working with the Navajo Nation Business Regulatory Office, an Architect and Engineering firm was selected to work with the WIHCC Design Team. The development of the DHC concept, schematic design, plans and specifications are in process and the design is expected to be complete no later than April 2019. The project includes the following plan:

- 154,000 Square Feet on 43.6 acres, comprehensive health center
- Level III, 24 Hour Emergency Room
- 14 short stay, low acuity beds -12 at Dilkon and 2 at LCMC
- 359 new employees, per RRM per current, approved PJD
- 30 Navajo Nation Employees included
- $\$ 187$ Million (current estimate costs). This may increase.

On April 26, 2018, IHS submitted a Notification of Funding Availability (NOFA) letter to the Navajo Nation President who made a decision to have WIHCC construct the facility. WIHCC will negotiate with IHS for a TVCPA under which WHCC will construct the DHC according to approved project documents, the design
that is being completed now, WIHCC's procurement policy, IHS Guidelines, the Navajo Nation Business Opportunity Act and all other applicable laws and regulations. The Construction contractor will be required to be bonded and insured. The total timeframe for the Design and Construction period is estimated at 50 months or approximately 4 years. The project also includes 109 staff quarters ( $234,192 \mathrm{sq} \mathrm{ft}$ ).

The square footage of WIHCC's facilities continues to grow. This is critically important in order for WIHCC to meet the needs of its growing service poputation, in 2002, WIHCC provided services out of 61,000 square feet. Today, WIHCC provides services out of 110,005 square feet. When the Dilkon Health Center project is complete, the total square footage will be 264,000 square feet.

In conclusion, WIHCC has thrived under P. L. 93-638. "638" and Self-Governance have allowed WIHCC to expand services and add facilities to meet the demands of our growing population and direct our services to the specific needs of our local population. The utmost essential principle is tearnwork - WIHCC, the Dilkon Steering Committee, IHS and the community collaborate to provide quality services to the people. WIHCC's growth and enhancements have and will continue to provide jobs for the people in our service area. The Dilkon Health Center project will also boost the infrastructure and business development in the community of Dilkon, and the surrounding area.

For more information, as there are many successful achievements not included above, contact Sally N. Pete at (928) 289-6100 or Sally.Pete@wihcc.org or Dawn Williams at (928-289-6244) or Dawn.Williams@wihcc.org.
"It's amazing what we can accomplish when no one cares who gets the credit ". Herbert Hoover

Mr. Robert Salabye, President
Winslow Indian Health Care Center
500 North Indiana Avenue
Winslow, Arizona 86047


November 14, 2017

## Re: Inquiry Regarding Legislative Requirements For Reauthorization as Tribal Organization

## Dear Mr. Salabye:

Your letter of August 4, 2017 to Mr. Leven Henry has been referred to me for research and reply. You have asked for clarification regarding the legislative approval process required for continued reauthorization of Winslow Indian Health Care Center as a 'tribal organization' for purposes of '638' contracting as a health care provider for the Navajo Nation.

Legislation introduced relative to your interests would need to go to the Health, Education and Human Services Committee and then to the Naabik'iyati Committee for final approval.

As you know, Navajo Nation Council Resolution CJY-33-10, designated Winslow Indian Health Care Center to be a "tribal organization" until 2020. That resolution also identified the Intergovernmental Relations Committee, (now replaced by the Naabik'iyati Committee with respect to functions of this nature) as the final approval authority for "... additional tribal organizations' participation..." (CJY-33-10, Para. No.4). We interpret that provision to mean any and all subsequent new designations and reauthorization are to go to the Naabik'iyati' Committee for final approval.

I trust this answers you inquiry. If I can be of further assistance on this issue, please let Delegate Jack know and he will contact me.

## 

Edward A. McCool, Principal Attorney
Office of Legislative Counsel
Navajo Nation Council

Xe: Levon Henry, Chief Legislative Counsel Honorable Lee Jack, Delegate, Navajo Nation Council



WINSLOW INDIAN HEALTH CARE CENTER

August 7, 2017

Levon Henry, Chief Legislative Counsel
Navajo Nation Council
Office of the Speaker
P.O. Box 3390

Window Rock, AZ 86515

## Re: Clarification of Process for WIHCC's Re-authorization to Compact

## Dear Mr. Henry:

This letter transmits the request of the Winslow Indian Health Care Center (WIHCC) for clarification of the process WIHCC should follow to obtain re-authorization to compact the programs and funding it currently has under compact with the Indian Health Service. As explained in WIHCC President Robert Salabye's attached letter, with the reorganization of the Council, there are some questions abdut the proper process to be followed. Please note that WIHCC has recently obtained resolutions of support from each of the eight (8) Chapters WIHCC serves. These resolutions are attached to WIHCC's letter.

I would appreciate your response to WIHCC's letter as soon as possible. Please copy me on your response to President Salabye so that I can continue to assist WIHCC through its reauthorization process.

Please direct any questions to Sally N. Pete, CEO, WIHCC at 928-289-6100 or through email to sally.pete@wihcc.org. I appreciate your assistance with this matter.


Lee Jack, Sr.
Dilkon Delegate
Navajo Nation Council

## Attachment

## CC: Robert E. Salabye, President, WiHCC Board of Directors <br> Sally N. Pete, CEO, WIHCC

 WINSLOW INDIAN HEALTH CARE CENTER

August 4, 2017
Levon Henry, Legislation Counsel
Navaja Nation
P. O. Box 3390

Window Rock, AZ 86515
Re: Reauthorization of Winslow Indian Health Care Center Authority to Compact
Dear Mr. Henry:
We write to request your interpretation and guidance on the process the Winslow Indian Health Care Center ("WIHCC") should take to seek reauthorization from the Navajo Nation Council (NNC) to compact with the Indian Health Service (IHS).

Hbackground, the WIHCC is currently authorized by NNC CJY-33-10 (copy enclosed) to compact for all ograms, services, functions and activities, and associated resources, serving eight Chapters (Dilkon, Etupp, White Cone, Teesto, Jeddito, Tolani Lake, Indian Wells, and Tsidi Toii) in the southwest region of the Navajo Nation. CJY-33-10 was passed in 2010 by the last 88 member Council. It was anticipated at that time, that new or additional tribal organizations would seek reauthorization through the former Health and Social Services Committee (HSSC) and Intergovernmental Relations Committee (1GR).

With the restructuring of the Council and Committees, we have questions about the proper process for seeking reauthorization to continue compacting with the IHS. Although WIHCC's authority under CIY-3310 continues through FY 2020 (September 30, 2020), WIHCC desires to seek reauthorization in the near future as WIHCC is currently compacting for the planning and design of the Dilkon Health Center Project, and we anticipate construction funding to become available in the next few years. It will be important for WIHCC to seek to renew its compacting authority well before September 30, 2020 so that WIHCC's authority to compact existing programs and the construction project is not in question by the IHS when construction funds become available.

Under CJY 33-10, we were required to obtain supporting resolutions from each of the Chapters we serve, and then to obtain a recommendation from our oversight committee, the former HSSC. Under paragraph 4 of CJY-33-10, the full Council delegated to the former IGR Committee, the authority to approve additional tribal organizations' participation in Title V Self-Governance, upon the recommendation of the HSSE and each of the Chapters served by the tribal organization. Under the new Council and Committee structure, we assume we will need supporting resolutions from each of the Chapters WIHCC serves. We firther assume we should then proceed to obtain the recommendation from the Health, Education, and uman Services Committee. It is not clear whether we will further need to present our reauthorization resolution to the Naabik'iyati ${ }^{4}$ Committee and/or the full Council once we have our eight (8) supporting Chapter resolutions and the recommendation of the HEHSC. We would appreciate your review of CJY-33-

10 and your interpretation and guidance as to the process WIHCC should follow to obtain reauthorization to compact.

We appreciate your assistance in responding to this request. Please contact Sally N. Pete, CEO, WIHCC at (928) 289-6101, if you have questions or require further information.

Respectfully submitted,


Robert Salable, President
Winslow Indian Health Care Center

## Enclosure:

NNC Resolution CJY-33-10
WIHCC Board of Directors Resolution
Jeddito Chapter Resolution JEDD-10-23-16-004
Dilkon Chapter Resolution DIL-2016-11-011
Pesto Chapter TEE-NOV-11-17
Tolan Lake Chapter TL-02-1H-17
TSIDI TO'll Chapter TT-03-004-17
Indian Wells Chapter
White Cone Chapter WCC-2017-04-003
Leupp Chapter LP 05-076-2017

Copies:
WIHCC Board of Directors (7)
Sally N. Pete, CEO, WHICC
Lindsay R. Vas, Legal Counsel

## Winslow Indian Health Care Center

## Resolution CJY-33-10

## Exhibit A <br> Conditions 1-13

Report/Commentary on Conditions by WIHCC

Navajo Nation Council Resolution C.JY-33-10 - Exhibit A Conditions (1-13)
Navajo Nation Conditions for Health Care Self-Governance Tribal Organizations
The conditions set forth below are intended to be ongoing. Full compliance with the conditions set forth below is a pre-requisite for continuing authorization from the Navajo Nation for participation in Titte $V$, The Indian Self-Determination Act (P.L. $93-638$, as amended), Self-Governance. Notwithstanding the above, the Navajo Nation and the Health Care Self-Governance Tribal Organizations shall cooperate under the principles of Ke' to ensure that the health care needs of all Navajo citizens are fully met.

| Navajo Nation Conditions for Title V Self Governance Organizations |  | Repat/Commentary on Conditions by WHHCC |
| :---: | :---: | :---: |
| 1 | 1. The Health Care Self-Governance Tribal Organization must qualify as a participant under the Indian Self-Determination Act (P.L. 63-638, as amended) by: <br> A. completing, to the satisfaction of the Navajo Nation Council, a planning phase as described under the Act and which includes: <br> 1. legal and budgetary research; and <br> 2. intemal tribal government planning and organizational preparation relating to the administration of health care programs. <br> B. requesting participation in Title $V$, Self-Govemance, by resolution by the goveming body of the Navajo Nation; and <br> C. demonstrating financial stability and financial management capability for the 3 fiscal years immediately preceding the application for Title V, Self-Governance. | 1. Winslow Indian Health Care Center (WIHCC) is a Title V, Self-Governance organization. In 2010, WHHCC was found by the Indian Health Service and Navajo Nation Council to have complied with the three statutory requirements (planning, resolution and demonstration of financial stability) to participate in Self-Governance. Since entering the Self-Governance program, WIHCC continues to demonstrate financial stability and accountability through the following: <br> A. Completed the legal and budgetary planning in 2010; negotiated a Compact of Self-Governance and multi-year funding agreement. The multi-year funding agreement that is in place covers fiscal years 2016-2020 and was signed on November 25, 2015 under the authonity of Title V of the Indian SelfDetermination and Education Assistance Act. <br> 1 \& 2: Part of the funding agreement is a description of the Programs and Services that are provided at Winslow, Dilkon, and Leupp Health Centers and the Little Colorado Medical Center (LCMC), schools within the service area, Northern Arizona Regional Behavioral Health (NARBHA), Detox Center, Winslow \& Dilkon Fitness/Physical Therapy Centers, Senior Centers, Child/Adolescent Group or Foster Homes and I.H.S facilities. Purchased and Referred Care Services are also available. <br> B. WIHCC is designated as a "tribal organization" and authorized to participate in Title V, Self-govemance by resolutiondlegislation \# CJY-33-10 of the governing body of the Navajo Nation, the Navajo Nation Council. The legislation was approved on July 21, 2010 by the Navajo Nation Council with 67 to 0 votes. <br> C. WHCCC initially demonstrated financial stability in order to be accepted into the |

Navajo Nation Council Resolution CJY-33-10 - Exhibit A Conditions (1-13)
Navajo Nation Conditions for Health Care Self-Governance Tribal Organizations

| Navajo Nation Conditions for Hile V Selfcovernance Organizattons |  | Repontcommentay on Conditions by MHCC |
| :---: | :---: | :---: |
|  | (1) | Self-Governance program and continues to demonstrate financial stability by closely monitoring the federal budget, 3rd party revenue, and grants. Each department participates with the yearly budget formulation and monitoring of the Board approved annual budget is very stringent. The financial audit is completed each year in accordance with generally accepted accounting principles ("GAAP") that include the design, implementation and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. WIHCC's annual audited financial statement is submitted to the oversight committee (HEHSC) with copies to the Navajo Area Indian Health Service, IHS Headquarters, Navajo Nation Office of PresidentVice President, and Navajo Department of Health. WIHCC's annual auditfinancial statement is usually submitted with its annual report to HEHSC. WIHCC has had clean audit reports since its inception. <br> (TAB 1) Attachments: <br> - Legislation \#CJY-33-10 <br> - Multi-Year Funding Agreement wlIHS (2016-2020) <br> - Independent Auditor's Report (Current) <br> - 12/08/17 - Letter from Patrick J. Cogley, Regional General for Audit Services |
| 2 | The Health Care Self-Govemance Tribal Organization shall maintain its eligibility for third party payments under the Centers for Medicare and Medicaid Services (CMS). | An organization has to be accredited by a national accrediting agency in order to be eligible for third ( 3 rl) party payments from the Centers for Medicare Sevices (CMS). WIHCC is accredited by the Accreditation Association for Ambulatory Health Care (AAAHC). It is crucial we maintain accreditation because the federal funds alone do not support all the programs needed for our people. For example, $52 \%$ of WIHCC's annual budget is 3 rd party revenue and federal funds (IHS) comprise 48\%. The requirements and essential duties and responsibilities of staff such as Certified Coders, and Benefit |

Navajo Nation Council Resolution CJY-33-10 - Exhibit A Conditions (1-13)
Navajo Nation Conditions for Health Care Self-Governance Tribal Organizations

| Navajo Nation Conditions for Tite V Sell Governance Organizations |  | Repoit Commentary on Conditions by WIHCC |
| :---: | :---: | :---: |
|  |  | Coordinators' knowledge/skills/ability are so important in the field of business of medical billing and practices and adherence to CMS Compliance, WIHCC has worked hard over the last fifteen years to increase its third party revenue from $36 \%$ to $52 \%$ of its annual budget. |
| 3 | The Health Care Self-Govemance Tribal Organization shall maintain continued accreditation by a nationally recognized accreditation program. | See statement above regarding AAAHC Accreditation. WIHCC was most recently surveyed on September 28 \& 29, 2017. The next survey will be done before November 09, 2020. Included in the survey was WIHCC's Patient Centered Medical Home (PCMH) model, which is accredited. <br> In addition, the WIHCC Dental Program is accredited by the Commission on Dental Accreditation (CODA) following a comprehensive review completed on November 14, 2017. The Dental Department is on a 7 year accreditation survey cycle. This is the $2^{\text {nd }}$ CODA review for WIHCC and at the conclusion of the November, 2017, the surveyors announced the Dental Department passed the survey with no recommendations or suggestions for improvements. However, they received a verbal commendation about the support and resources provided to the residents and faculty by the Chief Dental Officer, Dr. Thomas Barnes and Deputy Chief Dental Officer, Dr. Darrin Blackman. This is an outstanding accomplishment for Advanced Education in General Dentistry (AEGD) program as both Dental Chiefs are providing quality education and services. Additionally, Laboratory just underwent a survey on December 13, 2017 and Lab Staff did an outstanding job with no citation/recommendations. The next laboratory survey will be done in two years. <br> (TAB 2) Attachments: <br> 1. AAAHC Accreditation 11/10/2017 to 11/09/2020 <br> Medical Home Certifications for Winslow, Leupp and Dilkon and also Lab Accreditation. <br> 2. Letter from COLA |

Navajo Nation Council Resolution CJY-33-10 - Exhibit A Conditions (1-13)
Navajo Nation Conditions for Health Care Self-Governance Tribal Organizations

| Navajo Nation Condifions for Title V Self Covernance Organtzations |  | ReportCommentary on Conditions by WIHCC |
| :---: | :---: | :---: |
|  |  | 3. Arizona Department of Health Services (ADHS) License for Physical Therapy <br> 4. CODA Survey |
| 4 | The Health Care Self-Govemance Tribal Organization shall operate and administer their Selt-Governance Compact programs under the oversight of the Health and Social Services Committee and pursuant to the authority of the Navajo Nation. The Health Care SelfGovernance Tribal Organization shall appear before and report to the Health and Social Services Committee and the Navajo Nation Council when requested to do so. | Every year, WIHCC reports to the Health, Education, and Human Services Committee (HEHSC). These reports encompass the accomplishments of each of WIHCC's <br> Deparments: Community Health Services, Clinical Services, Dental, Nursing Services, Facility Management, Human Resources, Quality Management, and Finance, including WIHCC's annual audit. Updated data on user population, patient visits, visits to specialty clinics and reasons for visits are usually included in the report. <br> Copies of WIHCC's annual reports are provided to the Navajo Department of Health, Office of the President/Vice President, Navajo Area Indian Health Service, Indian Health Service Headquarters and Office of Inspector General (OIG) also reviews the audit reports. <br> (TAB 3) Attachments: <br> 1. Annual Report <br> 2. Audit Report (see TAB 1) <br> 3. Letter from OIG (as noted above under 1-C) (see TAB 1) |
| 5 | The Health Care Self-Govemance Tribal Organization shall maintain compliance with all monitoring and reporting requirements duly established by the Health and Social Services Committee-, including: <br> A. The Health Care Self-Govemance Tribal Organization shall submit copies of all final Federal Single Audit Act audit reports, including Audited Financial Statements, and final audit survey reports issued by its nationally recognized accreditation organization(s) and all associated corrective action plans to the | WIHCC complies with all established reporting requirements: <br> A. For the Federal Single Audit Act audit, REDW conducts the annual audit and the report is provided to HEHSC, Navajo Department of Health, Office PresidentVice President, Navajo Area Indian Health Service, Indian Health Service Headquarters and Office of Inspector General (DIG). <br> B. Title V-Compact authorized by the Navajo Nation Councill on July 21, 2010, Legislation \# 33-10 and negotiated in FY 2011, and Multi-Year Funding Agreements are provided to HEHSC, Navajo Department of Health, Office of PresidentVice President. Copies of current agreement are attached. |


|  | Natlon Condilions forTitle V Self-Govemance Organizations | ReportC Commentary on Conditions by WIHCO |
| :---: | :---: | :---: |
|  | Health and Social Services Committee with copies to the Navajo Nation Division of Health. <br> B. The Health Care Self-Governance Tribal Organization shall provide copies of the Self-Governance Compact and all Annual Funding Agreements to the Navajo Nation Division of Health. <br> C. The Health Care Self-Govemance Tribal Organization shall provide copies of its Annual Report to the Health and Social Services Committee with copies to the Navajo Nation Division of Health. The format, and criteria, and due date of the Annual Report shall be determined by the Health and Social Services Committee. | C. WHCC submits an extensive written Annual Report and reports to HEHSC yearly. <br> (TAB 4) Aftachments: <br> 1. Audit Report (see TAB 1) <br> 2. Letter from OIG (as noted above under 1-C) (see TAB 1) <br> 3. WHHCC Compact/ Resolution CJY-33-10 <br> 4. BOD / Chapter Resolutions 2018 <br> 5. BOD / Chapter Resolutions 2016 <br> 6. Multi-Year Funding Agreement (see TAB 1) <br> 7. Annual Report (see TAB 3) |
| 6 | The Health Care Self-Govemance 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. | WIHCC maintains compliance with all applicable Navajo Nation laws and Regulations, including the Navajo Preference in Employment Act ("NPEA"), 15 N.N.C. $\S \S 601$ - 619 in the recruitment, employment, and relention of qualified Navajo people. <br> (TAB 5) Attachment: <br> 1. Copy of Certificate of Good Standing with Navajo Nation Regulatory Office. |
| 7 | The Health Care Self-Govemance Tribal Organization shall maintain compliance with all applicable Navajo Nation health care policies and priorities duly adopted by the Health and Social Services Commiltee. | WIHCC has not seen or received any written Navajo Nation health care policies and/or priorities. WIHCC has requested to be informed of and provided an opportunity to be involved in the development of, and to review and comment on proposed Navajo Nation health care policies and priorities to be adopted by HEHSC. |
| 8 | The Health Care Self-Govemance Tribal Organization will consult and cooperate with the Navajo Nation Division of Health concerning the public health needs and programs of the Navajo Nation. | - WIHCC and the Association of Indians for Self-Determination in Healthcare (638 Association) requested to meel with Navajo Department of Health Director numerous times over the years without success. Communication has improved with the |

Navajo Nation Council Resolution CJY-33-10 - Exhibit A Conditions (1-13)
Navajo Nation Conditions for Health Care Self-Governance Tribal Organizations

| Navajo Nation Conditions for Tite V Self Governance Organizations |  | Repoit Commentary on Conditions by WHHCC |
| :---: | :---: | :---: |
|  |  | appointment of NDOH Director Glorinda Segay in May 2017. Dr. Segay attended the WHCC Annual Report meeting on May 26, 2017 in Tse Bonito, and has attended other WIHCC and 638 Association events. Consultation and cooperation between the Department of Health and WHCC, and other 638 organizations, still needs to be developed to effectively incorporate WIHCC's and others input concerning the public health needs and programs of the Navajo Nation. <br> - 638 Association also invited Dr. Segay for orientation to the 638 organizations and she attended the 638 Annual Meeting on AISDH ( 638 Association) on July 11, 2017 in Ignacio, Colorado as Utah Navajo Health System sponsored the meeting, Dr. Segay presented at the annual meeting to provide an update of Navajo. Department of Health. A similar presentation was given at the AHCCCS Tribal Consultation Meeting on July $27^{\text {th }}$ at Twin Arrows (see attachment - Navajo Nation Department of Health). <br> - WIHCC also provided a report at the Public Health Summit conducted by NDOH at the Window Rock Museum/Library Conference room on October 5-6, 2017. The theme for the summit was "Collaborating Holistic Health Care by United Health Providers" so it can provide accommodations to the Navajo Nation's holistic health care platform. No platform has been received and the only document available is Navajo Nation Council Legislation CO-50-14; Action Relating to Law/Order; HEHSC, NABI; Enacting the 2014 Amendments of Title 2 of the Navajo Department of Health Act by Amending 2 N.N.C. $\S \S 1601$ et seq. <br> (TAB 6) Attachments: <br> - Report shared at NN Public Health Summit (see TAB 1 - PowerPoint) <br> - Meeting Minutes, information sharing |
| 9 | The Health Care Self-Govemance Tribal Organizations and Navajo Nation Division of Health shall timely develop an on-going written | WIHCC, in conjunction with the 638 Association, developed a draft consultation policy in 2012. This draft consultation policy was shared with NDOH and NNDOJ. The |

Navajo Nation Council Resolution CJY-33-10 - Exhibit A Conditions (1-13)
Navajo Nation Conditions for Health Care Self-Governance Tribal Organizations

| Navajo Nation Condilions for Tite V Self Eovernance Organizations: |  | ReportCommentary on Conditions by WHCC |
| :---: | :---: | :---: |
|  | policy for consultation on matters of public health and have such policy approved by the Health and Social Sevices Committee. | consultation policy has not been fully discussed or finalized, and WIHCC has not seen or received any other written policy on consultation or policy regarding public health. <br> (TAB 7) Attachments: <br> - (Draft) HEHSC Consultation Policy |
| 10 | The Health Care Self-Governance Tribal Organizations and Navajo Nation Division of Health and Navajo Nation Department of Emergency Medical Service shall enter Memorandum of Understandings for the Navajo Nation's use and occupancy of Health Care Self-Governance Tribal Organization facilities as long as such use and occupancy does not interfere with direct care services. | WIHCC has MOUs in place with direct patient care programs under Navajo Department of Health and these are updated on a routine basis including Navajo Department of Emergency Medical Service (EMT). These programs are situated in the facility of WIHCC and they coordinate patient services, i.e., TB Control; Health Education, HIV Health Educator, STD Tech, Women/Infant/Children (WIC). <br> (TAB 8) Attachments: <br> - Memorandum of Understandings (MOUs) |
| 11 | The Health Care Self-Governance 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. | WIHCC does not participate in activities related to lobbying, advocacy, litigation or negotiation at federal or state level. |
| 12 | The Health Care Self-Govemance 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 Navajo Nation Council. | WIHCC provides health care services to any and all Native American eligible users to receive health care at WIHCC. WIHCC does not charge tribal members if they are under Navajo Nation Benefit Plan or Workers Compensation Plan. |
| 13 | The Healith Care Self-Governance Tribal Organization shall provide direct patient care to all Native American eligible users unless otherwise authorized by the Navajo Nation Council. | WIHCC provides direct patient care/services to all Native American eligible users. |

Navajo Nation Council Resolution CJY $33-10$

## RESOLUFIOA OE THE

 MAVALO NXTION COTHCII.
## AN RCTIOW

FELAMING TO BEALTH AND INTERGOVRGNIMENTAL RELATIONE: AUTEORIZING
 (P.L. 93-63Br AS ANENDED) CONTRACTORS, TO ENTER TNTO TYTLS V SELE GOVEFNANCS COAPACTS PUPSUANY TO TEFE INDIAN SELE-DEMEPQITMATION ACT (2.L. 93-63日, AS AMENDED), SUCS CAPACITY BEGINAIEG OCTOBER 1,2010 AND ENDINE SEFTWMEER 30, 2020, AND ESTABLISHING A PROCEDURER EOR ADDITIONAL TITEE I CONTRACTORS TO ENTPR INTO TITLE V SEYN GOVERNANCE
 M. ANETDED)

BE YT ENACMED:

1. The Navajo Nation Council bereby authorizes the winslow Indian Health Care Center, Inc., the Tuba City Regional Health Care Corporation and the Utah Navajo Health systerns Inc.. as tribal organizations for the purpose of managing and operating under title $V$; the Indian Self-Determination Act (P.L. 93-63B, as arnended). all programs, functions, services and activities (EFSAs) for which those tribal organizations currently contract or are eligible, fnciuding planring, design and construction projects within each tribal organizations' service area, under 'iftie I of the Indian SelfDetermination 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-Determimation Act (P.Is. 93-G38, as amended), contracts if they choose to continue undex Title I. Nothing in this Resolution shall dffect ox amend Resolutions CAP-35-02 and CJN-35-05.
2. The Navajo Nation Council further conditions the revocable authorizations set forth nerein ard the revocable authorization, and authority for approvai of participation in Title $V$ the Indian SelfDetermination Act (P.L. $93-638$, as anended). Self Governance, of additional tribal organizations as set forth herein upon the complete and continuing compliance of the tribal organdzations 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-Dotermination 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 minexgovernmental 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 ox amend Resolutions CAP-35-02 and CTN-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 $21 s t$ day of July, 2010.


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05 2010 3:05PM Lindsay R. Maas

\section*{EXHIBIT *A"}

Navalo Nation Conditions for Health Care Self-Governance Tribal Organizations
The conditions set forth below are intended to be ongoing. Full compliance with the conditions set forth below is a pre-requisite for continuing authorization from the Navalo Nation for partucipation in Title V, The indian Self-Determination Act \{P. L 93-638, as amended. SelfGovernance. Notwithstanding the above, the Navalo Nation and the Heatth Care SelfGovernance Tribal Organizations shall cooperate under the princlples of Ke' to ensure that the health care needs of ail Navalo citizens are fully met.
1. The Health Care Self-Governance Tribal Organization must quallfy as a participant under the Indian Self-Determination Act (P.L. 93-638, as amended) by: (A) completing, to the satisfaction of the Navale Nation Councill, a planning phase as described under the Act and which includes:
(1) legal and budgetany research; and
(2) Internal tribal government planning and organizational preparation relating to the administration of haulth care programs. (B) requesting participation In Title \(V\), Self-Governance, by resolution by the goveming body of the Navalo Nation; and
(C) demonstrating financial stabillty and financlal management capabillyy for the 3 fiscal years immedlatehoreceding the applicaton for Thie \(V\), Self-Governance.
2. The Health Care Self-Governance Tribal Organization shall maintain its ellgibility for third party payments under the Centers for Medicare and Medicald Services (CMS).
3. The Health Care Self-Govemance Tribal Organization shall maintain continued accreditation by a mationally recognized accreditation program.
4. The Health Care Self-Govemance Tribal Organization shall operate and administer their Self-Governance Compact programs under the oversight of the Health and Social Services Committee and pursuant to the authorky of the Navalo Nation. The Heath Care Self-Governance. Tribal Organization shall appear before and report to the Health and Social Services Committee and the Navalo Nation Councll when requested to do so
5. The Health Care Self-Governance Tribal Organization shall maintain compliance with all monitoring and reporting requilrements dulv established by the Health and Social Services Commtree Includins:
(A) The Health Care Self-Governance Tribal Onganization shall submit coples of all final Federal Single Audit Act audit reports, including Audited Financial Statements, and final wudit-survey reports issued by its nationally recopnized accreditation organizationis) and all associated corrective action plans to the Health and Social Services Committee with cooles to the Navalo Nation Division of Health.
(B) The Health Care Self-Govermance Tribal Organization shail provide copies of the Self Governance Compact and all Annual Funding Agreements to the Navalo Nation phusion of Health.
C) The Health Care Self-Governance Tribal Organization shall provide coples of its Annual Raport to the Heath and Soclal Services Committee with coples to the Navale Nation Division of Health. The format, and criterla, and due date of the Annual Report shall be determined by the Health and Social Services Commltteex
6. The Health Care Self-Governance Tribal Organization shall maintain continued compliance with all applicable Navalo Nation laws and regulations, Includine, but not IImited to, the Navalo Praference in Emplayment Act.
2. The Health Care Self-Governance Tribal Grganization shail maintain-compllance with all applicable, Navalo Nation halth care policles and priorities duly adopted by the Health and Social Services Committee.
8. The Heath Care Self-Governance Tribal Organization will consult and cooperate with the Navalo Nation Division of concerning the public health needs and programs of the Navalo Nationr
2. The Health Care Self-Govemance Tribal Orxanizations and Navalo Nation Divislon of Heafth shall timely develop an ori-going written policy for consultation on matters of zublic health and have such pollcy approved by the Health and Soclal Services Committee.
10. The Health Care Self-Govemante Tribal Organizations and Navalo Nation Division of Health and Navalo Nation Department of Emergency Medical Senvice shall enter Memorandum of Understandings for the Navalo Nation's use and occupancy of Heatth

Care Self-Govemiance Tribal Organization facilties as long as such use and occupancy does not interfere with direct care services.
11. The Heath Care Self-Governance Tribal Organization In its dealings with the federal and state government, be it lobbying advocacy, litigetion, or negotlating efforts, shall onk take pasitions or make arguments consistent with official published Navalo Nation positions.
12. The Health Care Self-Governance Tribal Organlzation shall not directly charge anx tribal member for tealth care services nor charge the Navajo Nation Employere Benefit Plan or Workers Compensation Plan for heath care services provided to a covered tribal member unless the Indian Health Service would be able to charge the tribai member for the same service under the same circumstances unless otherwise authorized by the Navalo Nation Councll.
13. The Health Care Self-Governance Tribal Organization shall provide direct patient cane to all Native American ellgible users unless otherwise authorized by the Navalo. Nation Councll.

\section*{Multiciear}

Funding Agreement

\section*{2016-2020}

DEC 032013

Ms. Sally Pete
Chieftixecutive Offeer
Winslow Indian Healul Care (enter. luc.
soo \(N\). Indiana Ave.
Winslow, \(A Z 86047\)
Dear Ms. Petc:
 Lane. Multi-Year Funding Agreement eovering fiseal years \(2016-2020\), which was signed under. the atherify of Tjtle \(V\) of the Indian Self-Detemination and İducation Assistance Act. (opies wthis amendment will he sent o the lndan Health Servee (HIS) Navajo Area Director and the Agency Lead Negotiator for the Na aio Area as well as to the Winchon Indian Healfa Care Cemer. Inc. Self-Govername (ombinator.
 to your members and others that gou serve. It is our prinary goal to work in partnership o contime bomake Self-(ionemane a suceessfal dected choice for the Winstow Indian Health ©are (enter, lne.

Sinceruly


Finclosure


\section*{BIIWEEN}

\title{
WINSIOW LNDIAN HEAI'TH CARE CENT ER, INC.
}

ANI)
THE SECRETARY OF THE

\section*{DEPARTMENT OF HEALTH AND HUMAN SERVICES}

\section*{FISC:AL YEARS 2016-2020}

Section 1-Authority and Purpose. This Funding Agreenent ("FA") is executed by and betwen the Winslow Indian fealth Care Center, Inc. ("WhllC("), pursuant to the athority and on hehalf of the Navajo Nation, and the Secretary of the Deparment of Health and Human Services of the United States of America ("Secretary"), represented by the Diector of the Indian Health Scrvice ("IIIS"), pursuant to Title V of the Indian Self-Determination and Jducation Assistance Act, as amended ("ISDEAA") and the Navajo Nation I leolth Compact. Pursuant to this FA, the IFSS shall provide funding and services as identified in this agreenent and as provided in the Navajo Nation Ilealth Compact between the WIHCXC and the HAS. Pursuant to the terms of this agrement, the WIHC \((:\) is authorized to plan, conduct, consolidate, redesign, and administer the programs, services, functions and activities identified in section 3 below. The attachments to this Funding Agrement, identilied as Attachment A-I, we ineorporated by this reference into this Agreement as if set forth herein.

\section*{Section 2-Obligations of the 1HS}
(a) Generally. Pursuant to this FA, the HAS shall provide funding and services identified herein and as provided in the Navajo Nation llealth Compact. Ithe IHS shall remain responsible for performing all Federal residual programs, services, functions and activities ("PSIFAs"). To the extent residual DSFAs are required by WIICCC, WIHCC will contine to benefit from federal residual PSFAs nn the same basie as such PSJ:As are made ayalable to IHS directiy operated and tribally operated health programs. IHS's responsibilitics uncier the indian Health Care lmprovement Act and the ISDEAA ate unchanged by the Compact and \(F A\), execpt to the extent the WIHCC has assumed PSFAs under these agreements.

In addition, although funds are provided from IIIS Headquarters and the IHS Navajo Area Office in support of the Compact and this FA, the IHS will continue to make aveatable to the WIHCC, PSTAS from both the HIS Navajo Area Oftice ("NAO") and Headquaters undess 100 percent of the total tribal shares for these PSFAs have been specifically included in this FA. JHS will notify WIHCC with regard to substantial changes affecting the availability or delivery of retained lleadquarters or NAIIS PSFAs that have not been included in this FA. The IHS PSFAs for which the WIHCC does not assume responsibility and receive associated funding
under this FA will remain the responsibility of the lfS. These include, but are not limited w. the Pseas described in section 2(b).
(b) Retained PSFAs.
(1) Associated Tribal Shares at NAMrs and Headquaters. The WhLCX: has not compacted 100 y of ins Tribal Shates a NAIHS and Headquarters and the HiS retains for the WIIICC. all or portions of the following NAIIS and lleadquarters PSFAs as indicated on Atachments C and D :
(2) Infomation Resources Management and RPMS. The lHS will retain WHICC: fonds for Information Resources Managemen ("IRM") PSFAs and RPMS functions and the WIIICC: will remain eligible for all services and equipment provided with these funds and will receive services and teclunical support as provided in Atachment I to this FA, which is herehy incorporated into and made a part of this Agrecment.
(3) Galiup Indian Medical Center, Gallup Indian Medical Center will continue to serve as a referral center for WIHCC: patients.
(c) Other 1HS Responsibilities. Unless finds are specifically provided by HHS under this FA, iffs retains all PSPAs and the WHCC: will not be denied access to, or associated scrviees from, IHS headuarters or NAhts. Specifically, the WhilC. will receive the following services from the JHS:
(1) Access of Training and Technieal Assistance. To the extent fumds ase retaned by the HIS, the WIHCC shall have access to training, continuing education, and technied assistance in the maner and to the same extent the Whf C \(C\) wond have received stum services if it were not paticipating in Self-Govemance.
(2) Intellectual Property. IHS, through contracts, grants, sub-grants, license agrements, or other agrements may have acquired rights or entered into license agreements directed to copyrighted material. The WHECC may use, reproduce, publish, or allow others to use, reproduce or publish such material only to the extent that lis's contracts, grants, sub-grams, license agreenents, or oifer agrements provide that IHS has authority to do so and the IIIS has agreed to extend such rights to the WHICC. The WHICC's use of any such copyrighted material and licenses is limited to the scope of use defined in the agrements.
(3) IHPAA Compliance. Ifs retans the responsibility for complying with: the Ifeath Insumance Pottabity and Accountability Aut of 1996 ("HIPAA") for retained his healih care component activities. The WIHCC is also responsible for complying with IIDPA. H1S. and the WillC. will share patient infomation consistent with the patient reatmen, patment and heath care operations excentions to HIDAA privacy rules.
(4) Requests for lnformation. Any information requested by whicc regading IIfS Programs, anda: linancial and Other Iufomation will be provided as set forth in Wherfy 2016 - 20 Fundins Agremem

Article IV, Section 2(b) [formmation Regarding lHS Programs] and/or Section 3 [Financial and Oher Informationj of the Compact.
(5) Project TransAm, WHHCC is authorized to paricipate in property streenings associated with "Project Transam" as provided in Article 11, Section 9 |Paricipation in "Projeet Transan"] of the Compact.
(d) Trust Responsibility. In accordance wion 25 U.S.C. \(\$ \S 458\) ata - . \(6(\mathrm{~g})\) and 458ata . 14(b), nothing in this Compact waives, nodities, or diminishes in any way the rust 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. § 458 aaa- \(6(a)(2)\) and 42 C.F.R. §§ 137.255-.265.

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

\section*{Section 4 -WulCC Programs. Services, Kunctions and Activities.}
(a) Programs, Services, Functions and Activities. Subject to the avalability of funding, WHIC: will aciminister and provide the PSFAs idertified in Attachment \(A\) to this \(F A\), which is hereby incorporated into this Agreement as if set forth in foll, in accordance with the Compat and this FA. WIHCC strives to provide quality health sewices that mee applicable standards, directy, and by referral and contracted services. Some of these services may be provided unrough personal service contracts or other contracts or agreements with outside providers, including Collabonative and Affiliation Agrecments with universities and other schools under which students, residents and volunteers may assist WIHCC providers in providing services under this 1A. To the extent the PSFA descriptions in the FA conflict with the new desoriptions or definitions provided in the 1 HCIA , as amended, the IHCIA shall pevail males they conflict with the ISDEAA.
(b) Other Programs/Services Funded. This FA may include PSFAs resulting from redesign: or consolidation andior reallocation or redirection of funds for such PSFAs, including WIHCC's owin funds or funds from other sources, provided that such redesign or comsolidation of PSFAS, and/or reallocation or redirection of funds, must satisfy the conditions of 25 U.S.C. \(\$\) 458 ana- \(5(c)\), pursuant to 25 U.S.C. § 458 aat-4 and Article III, Scction 5 [Reallocation, Kedesign, and Consolidation] and 6 [Consolidation with (Other Programs] of the Conpact.
(c) Num-IIIS Funding. Consistent with Article MII, Sections 5 [Reallocation, Redesign, and Consolidation], 6 [Consolidation with other Prograns] and 7 [Program Income, including Medicere'Medicaid Rembursements] of the Compact and 25 U.S.C. § 458am-7(1) [Program Income] non-IHS finds may be added to or merged with finds provided by the IHS through this FA. and used to supplement the PFSAs described in Section \(4(\mathrm{a})\) [WIHCO PSFAs].
(d) Federal Tort Clams Act Coverage. Jederal Tom Clams Act coverage will apply to PSIA provided under this FA as provided in Articie V, Section 3 nlederal Ton Clams Act Coverage; Insurance] of the Compact, and Section \(516(a)\) of Title \(V\), which incorporates Section \(102(\mathrm{~d})\) of Title I of the SSDA and Section 314 of Pub. 1.. 101-512. FTCA coverage will also be extended to Whitc. and its emplogees in carrying on statutorly mandated grant programs to the extent the above-cited statutes allow. The extent of FTCA coverage is described more particalarly ia 25 CRR \(\$ \S 90.180-900.210\).
(e) Use of Federal Real Property. Pending transier of tite to the facilities, the IHS hereby authorizes the WIIICC: to utilize all of the federally-owned real property, inchding all lands, huildings, structures, quarters and related facilitice, as evidenced by a facility inventory, presently owned by the U.S. (Govermmen/IHS, as provided in 25 U.S.C. \(\S 450 j(f)(1)\) t to be used in connction with carring ont the tenns, conditions, and provisions of this FA and any successor FA.
(f) Jacilities and Locations. The WHCC provides the PSFAs described in this 1 A at facilities and by mobile van within the Winslow Service Univ/Area including the main cannus at Winslow, the Dilkon and Leupp Health Centers, the Little Colorado Medical Center, the Winslow Compus of Care, at schools and senior centers wilhin the Winslow Service Unit/Area and Winslow, Arizona, the Northern Arizona Regional Bebaviorat lleath Authorits ("VARBMA") Delox Conter, the Winsiow Finess and Dikon Physical Therapy Centers. WhHCC provides puhlic health services as well as denal care by mobile van at Head Stari centers, child and adolescent group or foster homes and eommunity schools. The WHICC may provide services outside the service delivery area in support of the PSFAS canjed out under this FA.
(g) Ileath Status Reports. The Wiflec. will report on bealth status and service delivery to the exten that suoh data is not otherwise available to the Secretary and specific finds for this purpose are provided by the Scoreary under this FA consisten: with 25 L.S.C. \(\$ 458\) ata6. Any such reporing shall impose minimal burdens on the WIIfCC and shall be in compliance with requirments promulgated pursuan to 25 U.S.C. § 458 aat-16.

\section*{Section 5 - Cunding Available}
(a) Fouding Amounts. To carry out the PSFAs described in Seetion 4 of this PA. the whice has realocated funding as the WhlCC deemed necessary into its consolidated WIICC budget. The funds made avalable to the WHCC: pursuant to the Compact and Titte V of the Act are subject to reductions only in accorlance with 25 U.S.C. § 458 aaa- 7 (d) and 25 U.S.C. \& \(450 \mathrm{j}-1\). Tnder this FA, InS agrecs to make avalable in FY 2016 the amomats identifed WUIUCC FY 2016,20 Funding Agrecment
in the following documenis: Alachment A-1 Self Governance FA Table; Atacionent B \(106(a)(1)\) Base Funding Table; Atachment \(C\) - NAIFS Funding; Atachment D - Headquarters Funding; which are incorporated into and made a part of this JA by reference. For l'Y 2017-20, the FY 2016 Fiunding Amomits will be adjusted only in direct proportion to the general increases or decreases in Congressional appropriations by sub-sub activity excluding eamarks; by mutual agreement; or as a result of retrocession or reassum:ption.
(b) Stable Base Funding. Except as provided in subsection (c) or this section, the anoum to be paid to the WIHC.C in 2016 will be the total of the final reconciled 2015 amount of Headquarters, Area and program base funding. Ficept for sub-sub activities 11 |Contract Suppori Costs - Indireet], 20 [liquipment] and the Project Pool portion of 19 [Maintenance and Improvement] shown on Attachment A-1, the funding identified in Attachments A-1, B, C, C-A, \(D\) and \(G\) (Direct) is to be provided to the WllICC as an amual stable base funding amount for the funding period beginning the effective date of this FA and continuing through September 30, 2016. For subsequent fiscal years (inchaded in the term of this FA), Stable Base Funding Amounts will be adjusted only in direct proportion to the general increases or decteases in Congressional appropriations by sub-sub activity excluding eamarks; by mutual agreement; or as a result of full or partial retrocession or reassumption. Pursuant to 42 C.F.R. \(\$ \$ 137.120\) .125 , the funding jdentiffed as the WIIFCC's stable base funding amount will not be recalculated during the tom of this FA and will be adjusted ammally only to refleon 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 mot preelnde the WIHCC from including additional PSFAs, and associated funds, not previously assumed by the WIIIC.: The WIHCC is eligible for, on the same basis as other ribes, service increases, mandatories, population growth, health services priorities system funds, and any other new funding for which the WIDICC. is eligible.
(c) Funding Not in Stable Base Funding. Funding for PSFAs assumed by the WIHCC, which is not included in the stable base funding, shall be proviced to the WIIMC. and expended in accordance with applicable federal law. In addition, the WIHCC is eligible for, on the same basis as other tribes, program formula and other non-recurring funds which the IIJS distributes ammally on a non-recarring basis including but not limited to Catastrophic Health Emergency Fiunds ("CIIEF"), sub-sub activity 20 [liquipment] \(]\) [Contraci Support Costs hndirect] and the Project Pool portion of 19 [Maintenance and mprovement] as shown on Attachment \(A-1\), year end, and uther increases in or new resources for which the WIHCC is eligible.
(d) Contract Suppurt Costs. The parties agree that Contraci Support Costs (CSC) funding under this FA will be celculated and paid in accordance with Sections 508, \(519(\mathrm{~b})\) and 106 of the ISJDPAA and the IHS CSC Policy (Indian Healit Mannal - Part 6, Chapter 3). Nothing in this provision shall be constraed to waive either ( 1 ) any statutory chaim that WIHCC. may asser it is entitled to under the ISDFAA, or (2) any rights under the Navajo Nittion Compact. In accordance with these authorities and any statutory restrictions imposed by Congress, the IFSS will pay WIIICC direet CSC and indirect CSC in the anounts shown on Atachment \(G\). WIHCC will receive funding increases for direct and indirect CSC on the same
WHICCFY 2016-20 Funding Agrement
bases as other Title V wibes and tribal organazations. The IFIS CSC amounts may be adjusted as sel forth in the 1 HS CSC Policy (IIIM \(6-3\) ) as a result of changes in program bases, Tribal CSC need, and available CSSC: appropriations. Any adjustment to the funding amounts identified in Atachment \(G\) will be reflected in future modifications to this fin.

\section*{(e) Allocation of Resurures.}
(1) General. Funding is poovided under this fA for the eligible Iffs user pupulation within WInCC's service arca. The basis for the initial level of service unit or program hase fimding was IHS's l:Y 1998 user popuation of 15.970 . The assumed user population was determined based on criteria administered by Jlls. As of Fiscal Year 2014, the HHS has verified the WHHCC user population through 2014 as 16,649 IHS users.
(2) Area Office and Headquarters Tribal Shares. I'Y 1998 user poputation was used for the initiai distribution of Area and lieadquaters Tribal Shares to Wulfec.
(3) Allocation of Now Resomres. The Navajo Area IHS will provide Whfoc infomation regarding the total amomes of all new and/or increased funding received by the Area and the existing methodology for allocation of such funds.
(f) Statutorily Mandated Grants. In aceordance with 25 U.S.C. § 458 ata-4(b)(2) and implementing regulations, the parties agree that the IIS/Scerctary will add the WIHCC's FY 2016-20 Diabetes (irant(s), and any other staturily mandaicd grant awarded though lifs to the WHEC: to this FA after these grants have been awarded. Grant funds will be paid to the WHiCC as a lump sum advance payment through the PMS grats payment systom. The WJHCC will bse interest earned on such finds to enhance the statotorly mandated grant program, including allowable administrative costs. The WIIlCC. will comply with all terns and conditions of the gram award for statutorily mandated grants, inchadiag reporting requirements, and will not reallocate grant fiunds nor redesign the grant program, exeept as provided in the implementing requations or the 1 erms of the grant.

\section*{(g) Other Funds Due WhHCC:.}
(1) Reconciliation and Adjustment. All funding tanomts idenlified under this fA are based on prior year eppropriations and subject to amendment to reflect the full amestm due for FY 2016 -20 IHS will provide sulficient documentation and work with WhlCe to reconcile the amomes due under this FA to the amounts actually received by WIIICC.
(2) Other Headquarter Resources. In addition to the anounts otherwise provided, wiHCe sazall be eligibic to receive a tribal share for which it meets the cligibility criteria of any unobligated funds existing as of the end of the fourth quater of each homat year, including but not limited in, the 3 HS Iteadquarters Managemen initiatives and Pirector's Fmergency Fund line items (excepting those with X-year finds), (1) wherc the Whlle(es full amual share for that finding catcenory was not identitied in FA Altachments listed in section \(5(\) a \()\) [funding Aneunts] or for which the totad funds available for distribution to Tribes in those wheciay 201620 timang Agreoment
categories for the applicable fiscal year increased atter execution of this FA. and (2) where the funds involved were not subject to a Congressional emmark that prechudes distribution to the WJHCC.
(3) Other Navajo Area Managed Funds. In addition to the amomens otherwise provided, the WHCN shall remain eligible to receive a tribal share of all other funds for which it ments the eligibility eriteria for any unobligated NAlFS funding existing at the end of the fourth quarter of the federal fiscal year, including bat not limited to \(\mathrm{NA} A \mathrm{H}\) non-recuring funds. If any additional or sumplemental funding is received by the NAIIS specifically for any funds withhed from tribal distribution (on the atached spreadsheets), or if the NAMIS does not pay these actual costs, the WIHCC. shall receive its share of additional tribal shares made available as a result on the same basis as such funcls are provided to directly operated or contracted or compacted service mits or areas.
(4) Other Non-Recurring Funds, Any non-recurring finds not included in this FA shall be included herein when actual appropriations for the fiscal year become available. Non-rectrring, and earmarked funds will he provided to the WTIICC in the future to the same extent as they have historically been provided consistent with applicable law and funding formulas agreed to by WIFICC and the other Navajo Area Service Lnits 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 enactnent of relevant appropriations acts or other law affectiag availability of funds to the IHS, the amounts of funding provided to the WIIICK in this FA shal: be adjusted as necessary, and the WIITCC shall be notified of sach action, subjea to any rights which the WHHCC may have under this F A, the Compact, or applicable feicral lav.
(h) JY2017-20 Funding Amounts. It is the parties' intent that this \(E A\) be a multiyear FiA covering liseal year 2016-2020. For FY' 2017-20, the paries will communicate and negotiate as necessary to ankend this FA, and attachments, to reflect any changes in responsibilities of the parties, including without limitation, the PSFAs ro be carried out by WIIICS, and the finding to be provided by IHS for those PSFAs, in FY 2017-20. For each Ciscal year covered by this \(F A\), the updrated tabies will be incorporated into and will supersede the prior liseal year FA funding tables.
(i) Consolidation of Contract and Previous Funding Agreements. The contract listed below and a! previous AliAs shall be modified or teminated, as appropriate, and consolidated into the compact as provided in Article 3, Section 4 of the compact.

Title 1, P.1. 93-638 Contract Number: JIl1S124520110004C:
(j) Reconciliation. For the tem of this FA, reconciliations will be held between WIHCC and NAIHS twice per fiscal year, or more often if needed. The parties agree that they will transter any funds due the other party in a timely manner.
WIFCCliy 2016 . 20 Funcing Agiemment
(k) Buyback Agroment. Intergovemmental Persomel Aul ("lP \(\Lambda^{\prime \prime}\) ) and Commissioned Corps Memmanda of Agreement ("MOA") salary and related costs, and the costs for other services boaght back from IHS, will be determined, funded and processed as derailed in the Bughack Agrement between NAIllS and WTHCC? which is athelied as Atachment F .

\section*{Section 6- Payments.}
(a) Payment Schedule -. Generally. Payments shall be nade as expeditionsly as possible and shall include fimmeial arrangements to cover funding during periods under continuing resolutions to the eatent permitted by such resolutions. The In shall make available the funds identified and agreed upon under section 5 flunding Amountsj by paying the total amome as frovided in the PA in an advance homp sum by wire transfer, as permitied by law, or as provided in section \(6(b)\) [Pcriodie Payments] or otherwise in this PA. The WIHCC shall be paid \(100 \%\) of the funcling amonat due to WhHCC under section 5 for Fiseal Year 2016 within ten (10) calendar days of the effective date or within ton (10) days after the date on which the Office of Management and Fudget apportions the apmopriations for fY 2016 for PSFAs stbject to the 1 , whichever is later. For biscel Years 2017-20, the WhllC. shall be paid \(100 \%\) of the funding amount due to WIIICC' under section 5 for Fiscal Ycars 2017-20 within ten (10) days of Oetober 1,2016 and 2019 , respectively, or within ten (10) days after the date on which the Office of Aanagement and Budget apportions the appropriations for FY 2017-20 for PSFAs subject io the FA, whichever is later. The l'rompt Payment Act, Chapter 39 of Title 31 , United States Code, shall apply to the payment of funds due under the Compact and this FA. Fxcept for the periodic poyments described in section 6(b) [Periodic Payments], all funds identified in Section 5 HFumeng Avalablel of this l's shall be paid io the "V1HCC in accordance with Articte ll, Secion 5 [\}ament \(\}\) of the Compact.
(b) Periodic Payments. Pament of funds oherwise due to the WIHCC under inis \(1 \because A\), which are added or identified after the initial payment is made, shall be made promptly to the WIICC by wire transer within ten (10) days aiter distribution methodologies and other decisions regarding payment of those funds have been made by the IHS.

\section*{Section 7 - Access to Gallup Regional Supply Scrvice Center ("GRSSC"), Prime Vendor Contract, and Use of General Services Administration ("GSA") Vehieles.}
(a) GRSSC and Prime Vendor Contract. Tn accordance with 25 U.S.C. § 458 ata\(7(c)\) and 458 ata-15(a), the WIICO shall have access to pharmaceuticals and supplies through the llls. In is the intention of the parties that the WhllC. will continue to purchase phemaceuticals, medical ant wher supplics from the (ikSSC or its successor. Ine tems and conditions for WIfICC.s use af the GRSSC and Prime Vendor contact shall be as wat in the Agrement betwen the peaties, (iRSSC-2016-0001, or its stlecessor.
(b) GSA Yehicles. WhHCC is auhorized to obtain from GSA interagency monor pool whicles and related services for use in carrying out the PSl'As wher this Agrement.


\section*{Section 8-Aneudment or Modification of this Funding Agacement.}
(a) Form of Amendments, Except as otherwise provided in this FA, the Compact, or by law, any modifications of this liA shall be in the form of a written amendment executed by the WHHCC and the United States.
(b) Due to Addition of IHS Retained or New Programs. Should the WIHCC determine that it wishes to provide a PSFA of the \(1 H S\) for which funding has been retained by IFIS and which is not included in this FA, the IHS and the WIHCC shall negotiate an amendment to this FA to incorporate the new PSFA and related funding.
(c) Due to Availability of Additional Funding. The WIHCC shall be eligible for any increases in funding and new programs for which it would have been eligible had it been administering programs under a self-detemnination contract, rather than under the Compact and this FA, and this FA shall be amended to provide for timely payment of such new funds to the WIHCC.
(1) Funding Increases. Written consent of the WIHCC shall be required for issuing amendmonts to increase funding, except as provided in section \(\delta(c)(2)\).
(2) Amendments to add funds to this la that do not require written consent may include, but are not limited to: Mandatory increases, Pay Act, population growth and Indian Healh Care Improvement Iund; End of Year Distributions; CHEF Reimbursements; Routine Maintenance and Tmprovement; and third-party collections and reimbursements.
(3) Within iwo wecks after any increase in finding provided under subsection 8 (c)(2), the II IS shall provide the WHHCC with written documentation of the sub-sub activity source and distribution formala for the funding.

Such amendments shal] be without prejudice to the rights of the WhHCC under Article IF, Section 11 [Disputes] of the Compact.

\section*{Section9-Other Provisions.}
(a) Subsequent Funding Agreements. In accord with Article II, Section 13(b) [Contimuation of Compaci and FA] of the Compact and 25 U.S.C. § 458 asa-4(e) [Subsequent FAs] if the partics are mable to conclude negotiation of a subsequent FA prior to the expiration of the current \(F A\), the terms of the Compact and this FA shall remain in effect until a subsequent FA is excouted. Subsequent FAs will be effective on the date signed by the WIHCC and Secretary, or on another date mutually agreed upon. As provided in 25 U.S.C. § 458 aaa-4(e), subsequent FAs will beconle retroactive to the end of the term of the preceding FA. Any increases in funding to which the WIHCC is entitled by statute, or increases which the WIIICC:
subsequenty negotiates, shatl be inchuded in the subsequen FA retroactive to the end of the term of the preceding \(\operatorname{la}^{\prime} A\).
(b) Memorialization of Disputes. The parties to this FA have failed to reach agreement on certain maters which reman unresolved and in dispute. Such matters are set torn in an attachenent to this 1 . wheh shall be identified as Attachment H. This atachanemt shall nol be considered a pan of this \(\mathrm{F} \Lambda\), but is attached for the purpose of recording matters in tispute for future refernce, discussion and resolution as appropritie. This atachant shatl not be construed as an admission against either party. The WHICC docs not waive any remedy it may have mader the law with regard to these issues and any others not listed hercin.

\section*{Section 10 - Severability.}
(a) Fxcept as provided in this section, this FA shall not be considered invalid, void or voidable if any section or provision of this \(F A\) is found to be invalid, unlavfil or unenforceable by a court of competent jurisdiction.
(b) The parties will seck agreement to amond, revise or delete any stuch invalid, untawfol or unenforcatole section or provision, in atcordance with the provisions of this \(\mathrm{F} A\).

\section*{Section 11 .-Tile 1 Provisions Applicable to this lunding Agreement.}

As anthorized in 25 U.S.C. § 158 ata- \(15(\mathrm{~b})\), the WHOCC exercisen its option to include the following provisions of late I of the Act as part of this FA and these provisions shall have the force and efleet as if they were set ont in full in Tinle \(V\) of the \(A\) e.
(a) 25 (is.C. \& \(450 \mathrm{~b}(\mathrm{e})\) (definition of "Mndian tribe");
(b) \(25 \mathrm{l} . \mathrm{S} . \mathrm{C} . \$ 450 \mathrm{E}(\mathrm{h})\) (related to grants for health facility construction and planing, traming, and evaluation);
(c) 25 U.S.C. \(8450 h(d)\) (duty of \(1 H S\) to provide tedmical assistance);
(d) 25 U.S.C. \& \(450 \mathrm{~B}(\mathrm{i})(1)\) (exemption from Federal procurenent and other contracting litwis and reguletions);
(e) 25 U.S.C. \(\$ 450 \mathrm{j}(0)\) (storage of patient records);
(d) 25 U.S.C. \(\$ 4501(\mathrm{c})\), section \(](b)(8)(A)\) (access to reasonably divisible property):
(g) \(\quad 25\) U.S.C. \(\& 450(\mathrm{c})\), section 1 (b) \((8)(\mathrm{C})\) (iom use agreminents);
(h) 25 U.S.C. \(\$ 450\) (c), scction \(1(\mathrm{~b})(8)(1)\) ) (acouisition of propery);
(i) 25 U.S.C. \(\$ 4.50 \mathrm{l}(\mathrm{c})\), section \(1(\mathrm{~b})(8)(\mathrm{L})\) (confiscated or exeess property);
(i) \(\quad 25 \mathrm{LSSC} \$\).450 (c), section 1 (b)(li) (serecner identilication);
(k) 25 U.S.C. \(\$ 4501(c)\), section \(1(b)(9)\) (availability of funds);
(l) 25 U.S. \(\$ 450(c)\), section \(1(\mathrm{al})(1)(\mathrm{B})(1)\) (construction of contract):
(m) 25 U.S.C. \(84501(c)\), scetion \(1(\mathrm{~d})(1)(\mathrm{B})(2)(\mathrm{good}\) lailh \()\);
(n) 25 IIS.C. § \(4501(c)\), section \(1(\mathrm{~d})(1)(13)(3)\) (programas retamed):
(o) 25 U.S.C. \(\$ 4501(c)\), section \(1(f)(2)(5)\) (incorporation by reference); and
(p) \(25 \mathrm{~L} . \mathrm{S} .(.8450 \mathrm{~m}-1\), (iudicial and administrative remedies).

\section*{Section 12 - Applicability of the Indian Health Care lmprovement Act Reauthongation Trovisions}

The WHICC. may utilize and implement programs under the Indian Health Care Improvenont Reauthorization \& Extonsion Act, cnacted by reference and amencled by \(\$ 10221\) of the Patient Protection \& Affurdable Care Aet. Pub. L. 111-148, to the same extent ard on the same basis as other Tribes.

Without intending any limitation on the WIHCC's authority to implement other provisions of the IIClA 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 Ilealth Compact and FA, or redesigns thereof, the WIICC may exercise its option to include the following provisions of the Indian Ilealth Care Improvement Reauthorization \& Extension Act, enacted by reference and amended by \(\S 10221\) of the Patient Protection \& Affordable Care Act, Pub. l. \(111-148\) and these provisions shall have the forec and effect as if set forth in full:
a) 25 U.S.C. § 1642 (Purchasing Heath Care Coverage);
b) 25 U.S.C. \$ 1675 (Conficlentiality of Medical Quality Assurance Records; Qualified mmunity for Participants);
c) 25 U.S.C. § 1621 t (Jicensing ;
d) 25 U.S.C. \(\$ 16169\) (Exemption from Payment of Cetain Fecs);
e) 25 U.S.C. § 1641 ('reament of Payments Under Social Security Act Health Benefits Programs);
f) 25 U.S.C. \(\$ 1621 \mathrm{e}\) (Rembursement from Certain Third Parties of Cost of Health Services);
g) 25 U.S.C. \(\$ 1680 \mathrm{c}\) (Ilealth Services for Imeligible Persons);
h) 25 Il.S.C. \(\$ 1615\) (Continuing liducation Alowances):
i) 25 I.S.S.C. § 621 (I iability for Payment).

Section 13-Eftective Date and Term. This 1-A shall become effective upon exection by both parties or Octoher 1, 2015, whichever is later, and shall extend through September 30, 2020, or until a subsequent agreement is negotiated anc becomes effective pursuant to Article \(1 t\), Seclion 13(b) [Continuation of Compect and IFA] of the Compact and Section 9(a) of this FA, [Subsequent FAs].

\section*{Winslow Indian Mealth Care Center, Inc.}


WHACCYY 2016. 20 Funding Agreenem

\section*{United States of America}


Date: \(11 / 25 / \geq 015\)

Attachments:
A WIle: FY 2016-20 Programs and Services
A. 1 Sol -Governance F \(\wedge\) Funding Table
\(13 \quad 106(a)(1)\) Base Funding Table
(. NAIHSArea Office Shares Funding

C-1 Gatha Regional Supply Serve Center Operation Shares
(--A Navajo Area Wide Reserve Shares
1) Headquarters Funding Table

Gable \(4 \mathrm{~F} \quad \mathrm{JO}\) Facilities Appropriation Funds
F. Navajo Area Residual Plan

1: Buyback Agreement
F. Apperdia A Fsimater Monthly Costs
\(G\) Contract Support Costs
\(1 f\) Memorialization of Matters Remaining in Dispute
1 ()IT Shares Table

\section*{ATTACHMENT A TO Fiscal Years 2016-20 FA WINSLOW INDIAN HEALTH CARE CLENTER, INC. PROGRAMS AND SERVICES}

The Winslow Indian Health Care Center, Inc. (hereafter "WIICC") provicles the following programs and services at facilities and by mobije van within the Winslow Service Unit/Area inchuding the main campus at Winslow, the Dilkon and Ieupp Fealth Centers, the Iiule Colorado Medical Center, the Winslow Campus of Care, at schools within the Winslow Service Unit/Area and Winslow, Arizona, the Northem Arizona Regional Behavioral Health Authority ("NARBHA") Detox Center, the Winslow Fitness and Dilkon Physical Therapy Centers, child and adolescent group or foster homes, senior centers, and at IHS facilities as stated in paragraph 4, to the cxtent that IHS funds are available. In addition to the services listed, WIHCC will arrange for contract heallh services to supplement the services provided directly by WIIICC to the extent funds are available for that purpose.

The Winslow Indian Heath Care Center provides medical care including:
1. Gemeral ambulatory care clinicid services. WIIICC provides primary care physicians, nurse practiioners and physician assistants providing care in a family practice model for healthcare delivery. Gcneral ambulatory services inchade laboratory and radiology services.
2. Nursing Services - WHHCC provides nursing services for patients in multiple areas at pimary, secondary and tertiary levels, including but not limited to: primary care, urgent care, specialty care, employee health, and quality management. These services include direct patient care, case manatgement and care coorchination, and administration.
3. Lirgent care - VHHCC provides urgent care and energent services in stabilizing and transporting patients.
4. Specialty care - WIHCC provides care for specialized needs including but not limited to neurology, sheumatology, cardiology, nephrology, surgical, obstenics, orthopedics, podiatry, and ophthalmology. With respect to specialty services, WIHCC's succialists may on occasion provide services to other llIS-eligible patients at IHS facilities. including Chinle Comprehensive Health Care Fanility, at which WIHCC specialists have appropriate privileges, and with which WIICC has executed signed agroments for such services.
5. Physica Therapy - WHCC provides physical therapy senvices, including medically prescribed and monitored exercise and fitness programs. These serviers will include: musculoskeletal, orthopedic, rehabilitative, functional, preventive, and all other intervention services as outlined in the 'Guide to Physical 'rherapy Practice',
published by the American Physical Therapy Association, inchudings refenals from clinical providers for weight loss. diabetes mamagoment, and physical relabilitation.
6. Prenatal care - WIHCC provides senvices for prematal care throughoui the pregnamey including delivesy.
7. Optometry - WHICC provicles optometry services for patients including a wide range of clagnostice cxams. Prescription eyewear is also provided to patients meeting WIHCC criteria.
8. Dental carc - WIHCC provides dental care to elisible patients of all ages, inchuding rontine and emergency dentistry as well as denture services, sealants, implants, and other dental needs. A dental mobile van provides proventive seavices and dental care at commmonty schools and Head Start centers, and ai child and adolescent group or foster homes.
9. Diabetes - WIHCC provices primary, secondary and tertiary care in a comprehensive program that includes diabetes clintes, diabetio nurse visits, nutrition, wound ceare, aud olfer support activities promoting diabetes preverition and care.
10. Nuintion services - WilfCC provides food and rutritional services including provision of foorl 10 patients, food services for staff and shesis, and provision of nuifitional services to beneficiaries.
11. Mental headh -- WIlCC provides mental health services for hehavoral heallh issucs, and psychatric dad soriad services.
12. Substance abuse - WIHCC provides outpalient care for substance abrase issucs.
33. WIHCC may provide necessary licalla care services to bencheiaries at. remote sites via telemedicine and telepsychatry, inchuding such services as listed in paragrapin 4 alovere, to lIIS sjices.
14. Mobile van ouireach- provides limited primary and preventive care. clental, and public health services throughonl the Winslow service delivery arm, inchading but not limited to senior centers.
15. Commanily Ileath Senvices - provicles for healla promotion iniliatives involving commmuties and schools. Extensively involved with ammual Weliness Confererce incorpurating traditional beliefs with modern health care. Incorporates various aspects of heolih promotion including:
a. Envirommental INealth - WIHCC program activities inchade, but are not limited to institutional and temporary food sanitation traning. vector-bome, enteric, and uther environmentally related cliscase untbreak investigations as noeded, comprehensive environmental
health surveys of institutional facilities such as Head Start, correction facilities, day care facilities, group homes, schools, community centers, senior centers, etc.
b. Injury Prevention Program - WIFICC program activitics include. but are not limited to community injury surveillance, community education and training on local injury issues, facilitation of community coalitions, and injury prevention project clevelopment. Maintenance of local community injury statistics (injury epidemiology) is the foundation of the Injury Prevention Program.
c. Health education - WIHCC provides education to service delivery arca including current headih education initiatives of ciabetes, smoking cessation, exercise, substance abuse, suicide prevention, and mutrition. Works with Navajo Nation Special Diabetes Project and other sectors to provide comprehensive hcalth information.
d. Complementary Therapeutic Treatment Program - WIHCC provides complementary and alternative medicine ("CAM") pationt care services, inclucling. but not limited to, acupunchure ancl massage therapy, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition, and which are provided cither (a) through a referral from the prinary care provider (defined as MD, DO. DUS. DMD. PA. APN, DFM) on the WHCC medical staff or (b) by a WHCC medical staff member who is credentialed and privileged as required by WIHCC's accrediting or certifying body for the specific CAM services to be provided.
e. Traditional medicine - WIHCC provides services based on traditional Navajo healing practices, including coordination of services, research and training in order that traditional healing may be incorporated "side-by-side" with medical practices to further incorporate traditional values, beliefs, or practices for the benelit of pationts and farnilies. Pursuant to 25 U.S.C. § 1689 u, the United States is not liable for any provision of traditional health care practices pursuant to the IHCIA that results in damage, injury, or cleath to a patient.
f. Public Health Nursing - WHCC provides public healh mursing services throughout the Winslow service delivery area including some hone services, visits to senior centers, immunizations, and referrals.
16. Plamacy - provides pharmaceutical care to pationts that includes prescription services along with immunizations and medication management clinics for anticongulaion, insulin, asthma and other conditions. Alsu, provides telephamnacy services to Leupp and Dilkon for phammacists' care to patients.
17. Employee Healu Services: WIHCC will provide Jimited health care services, consistent with 5 U.S.C. 7901 (c), other applicable law and NAIHS Circular 00.1 , to its employes carrying out the FA, through an employee health

Frogran designed to comply with Occupational Jeath and Safety Admintstation ( \(O S Y(A)\) and accrediting agency requirements.
18. School-based Services: WIHCC may also provide school-based services, including screening and preventive services, as well as problem-foensed direct patient care. These services will be restricted to LHS beneficiaries, and may inclede medical, dental, eye care, behavioral heath. and family plaming services.
19. Purchased and Referred Care: WIHCC provides contract health care (CIIS)/purchased and referred care consistent with published ins CIS eligibility regulations at 42 C.F.R. L'art 136 , and medical prionties that are not more restrictive than NAIIIS funded medical priorities to eligible NAIHS-CHS Imdian bencficiaries. WIICC will payy for all NAHSS CHS eligible patients referred from its facilucs, provided, that NAIHS and contracted and compacted NAIFS progrems also pay for all NAIFIS-CIIS eligible patients referred from their respective facilitios. In the event one or more NAlFS or contracted or compacted NAIIS programs elect not to administer their CHS program in aceordance with the "he who refers pays" administrative pactice, WIICC retains the option to discontinue the "he who refers pays" administrative practice and to negotiate will NAIIIS tems for a mutually acceptable CIIS administrative practice.
20. Other Prograns/Services: Ircluding, but not linnited to, any new or expanded heath cate progrem funded during \(\mathrm{FY} 2016-20\) inciuding programs identified in the Indian Health Care Improvement. Act, as ansended and reanthorized, thy thew heald care program resulting from readlocation of funds and redesign of programs in accordance with the terms and conditions of the \(F A\), and any new programs or services authorized or mandated by federal legislation, subject to the applicalble provisions of Title V of the hidian Self-Determination Act and section \(S(b)\) of the \(F \Omega\).

In addition to the chincal services described eitone, WIICC provides the following services, among others sclated services, in achministering the health program and provicing health care services for cligible beneficjaries:
1. Administrative Services: inchading, but not limited to, developing. coordinating, and administering the organization's policies on personimel, inchinding staffing, recruitment, and retention, jols classification, pay and benefils administration, training and development, employee relations, finance, accomting, payroh, insurance, data processing, intemalf control, auditing, materials management, mid human resources. Consisiem with its mission to provide high qualily cost-effective licalth care. WHHCC may work with CMS and other payers to find minovative modiele for healih care delivery aud rembussement, align ilself with an Accountable Care

Organization and/or panticipate in a Medicare shared savings program.
2. Faecutive Direction: Including, but not limited to, program planning, including both strategic: and operational plemming, fimancial management, persomme! management, and onsuring that the program meets or excecds applicable regulatory standards. Includes medical staff office functions inclurling, but not limited to, credentialing, privileging, committec supporl, and functions related to regulatory requirements. Includes activities of the Board of Directors, and related funcions and activities.
3. Financial Managenment: Including, but not limited to, orgavizing, coordimating, and cxecuting budget and financial operations for WHHCC and coordination of efforts with the Office of Tribal SelfGovemance and Navajo Area Ollise personnel and finance-relaled systems, including management of reserve acconnts.
4. Contracts, Grants and Awards Planning and Management: Inclucling. but not Inmited to, contract, grant and other funding proposal rescarch, development, preparation and management. administration and momitoring of any such awards relating to the PFSAs fracluded in this Attachmerit and the liA.
5. Business functions: Including, but not limited to, collecting data on rembursabe expenses incumed by patients and elients, generacing bills for collection from other payers Medicare, Medicaid, and private insurance) conducting utilization review, insurance verification, and collcetions activities.
G. Public Relations: Inchuding, but not thmited to, responding to media inguiries, preparing materials and information for public distribution and display, and providing technical assistance for presentations and displays.
7. Human Kesources: Including, but not limited to, administering and implementing policies and procedures related to diucd hire employees and IIIS cmployees assigned under IPA agreements and MOAs.
8. Telecommunicalions. Information and Technology Services: Froviding technical support for hardware, sofware, applications development, telecommunications, biomedical devices and nanagement, non-techuical infomation, overall systems and nperations management and senior leadership level information management and strategic plaming.
9. Health Infomation Management/"Medical Records": Including, but not Jimited to. maintaining paper and electronic medical records for all patients being seen at WIHCC from all service areas; record storage and retrieval, review and analysis of medical records,
transeriptions, coding. clischarges, and managing release of neclical information. Recoris will be kept in accordance with applicable regulations and in a manner to ensume accreditation and complience with HIPAA.
10. Froperty and Supply: Coordinating and providing hgistical management for support services and operations related to supplies and property. Seivices range from management and disfribuion of supplies, equipment and mail, to oversecing rental and maintenance contracts, to inventory control of equipment and property.
11. Housekeeping: Including provision of routine clearing of facilities in patient care and non-patient care areas of all facilities; unscheduled and/or housekecping services that are ronsicicred necessay for heath, safely, or palient care and retated functions.
12. Laundry: Inchuding, but mol limited to, matmaging and provicling lamelry services for facilities operated under thiss FA.
13. Seenrity Scrvices: Lnchuding, but noi limited to, providing required safety and security for patients. employees and propery at facilities operated under this FA.
14. Hospital/Facility Safety and Environmental Services: lncluding, but nol limiled to. safely management programs; hudard sumvillance. monitoring; hazardous materials and waste management; monitoring for secmity, pest conirol, regulated mediral wastes and hazardous waste; assisting deparunent maneygers with iheir responsibility to monitor the faterior of facilities for repars, and activities related to accreditation surveys.
15. Bionedical Services: Including, but not limited to, assuring the use or safe and functional equipment in diagnosis and treatment of patients through an equipment managenent jrogram, inchuding repars and preventive maintemance.
16. Contracts and Facilites Management: Including, but rot limited to, management of contracting activities, Facibity Management and facility procurement, maintemance, aud renovalion activities, including Maintentore and mprovement ( M \&I) and Medicaid and Menicare (M\&M) projects and activities.
17. Facilities Maintomance: Including, lut not limited to, mantemance and improvenent, and routine naintenance of all facilites operated under this AFA, including repairing and providing necessary upkeepp of ald buthlings and groumtis.
18. Transportalion of Patients: Including, but nol limited to, fransportation by ground and air ambunance to appopriate facilities

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ATTACHMENT B
WINSLOW INDIAN HEALTH CARE CENTER, INC.
106 (a)(1) Base Funding
FISCAL YEAR 2016
\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline & \multicolumn{2}{|l|}{FY 2015 Funding Base} & \multicolumn{2}{|l|}{Recurring Increases in FY2015} & \multicolumn{2}{|l|}{FY 2015 Inflation Based on 2012 User Pop} & \multicolumn{2}{|l|}{Total FY 2016 Funding
Base} \\
\hline Hospital \& Clinicsi & \$ & 10,508,561 & s & 17,166 & \$ & - & \$ & 10,525,727 \\
\hline Dentail & \$ & 1,363,690 & \$ & , & S & - & s & 1,363.690 \\
\hline Mental Heath & \$ & 487,957 & \$ & - & s & - & S & 487,957 \\
\hline ASAP & \$ & 111,870 & S & - & S & - & \$ & 111,870 \\
\hline Public Heath Nursing, & S & 573,561 & \$ & - & S & - & s & 573,561 \\
\hline Purchased Referred Care & \$ & 6,925,440 & \$ & - & s & 201.802 & \$ & 7,127,242 \\
\hline Facilities Support & \$ & 426,389 & \$ & - & S & - & \$ & 426,389 \\
\hline Environmental Health Support & \(\Phi\) & 278,126 & \$ & - & s & - & \$ & 278,126 \\
\hline TAL & \$ & 20,675,594 & \$ & 17,166 & \$ & 201,802 & \$ & 20,894,562 \\
\hline
\end{tabular}
Note'. Funding amounts reflect FY2015 appropriations, FY2015 Program increase and FY'15 Inflation based on 2012 user population; these funding amounts will be adjusted based upon the enacted FY2016 appropriations and program increases, inflation and rescissions.
Winslow Indian Health Care Center, Inc. FY 2016 Area Office Shares


\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{9}{|l|}{ATTACHMENT C-A} \\
\hline \multicolumn{9}{|l|}{Winslow Indian Health Care Center, Inc.} \\
\hline \multicolumn{9}{|l|}{FY 2016 Area Office Reserve Shares} \\
\hline & ! & FY 2015 Recurring Base & FY 2016 Reduction \(0 \%\) & FY 2016 Funding Base & \% of
1998Total
Users
253,822 & \begin{tabular}{l}
FY 2016 \\
Total \\
Shares
\end{tabular} & \begin{tabular}{l}
FY 2016 \\
Shares \\
Taken by \\
Winslow
\end{tabular} & FY 2016
Shares
Retained by
IHS \\
\hline & Program Activities & (1) & (2) & (3) & (4) & (5) & (6) & (7) \\
\hline & & & & & & & & \\
\hline \multicolumn{9}{|l|}{Hospitals \& Clinics} \\
\hline 001 & AW Reserve & 4,132,256 & 0 & 4,132,256 & 6.303\% & 260,456 & 260,456 & 0 \\
\hline \multicolumn{9}{|l|}{0} \\
\hline \multicolumn{9}{|l|}{Purchased Referred Care} \\
\hline 023 & IPRC Reserve & 1,506,514 & 0 & 1,506,514 & 6.303\% & 94,956 & 94,956 & 0 \\
\hline \multicolumn{9}{|l|}{0} \\
\hline & TOTALS & 5,638,770 & 0 & 5,638,770 & 6.303\% & 355,412 & 355,412 & 0 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{9}{|r|}{ATTACHMENTD} \\
\hline \multicolumn{9}{|c|}{Winslow Indian Health Care Center, Inc.} \\
\hline \multicolumn{9}{|c|}{FY2016 Headquarter Shares} \\
\hline & Program Activities & TSA \({ }^{\prime}\) & & \$ In Shares Pool & \[
\left[\begin{array}{c}
- \\
\text { \% SUs } \\
\text { Contracted }
\end{array}\right]
\] &  & \[
\begin{aligned}
& \text { FYOU Shares } \\
& \text { Taken by } \\
& \text { Winslow }
\end{aligned}
\] & FY2016 Shares Retalned by IHS \\
\hline & (1) & & (3) & (4) & (5) & (6) & (7) & (8) \\
\hline \multicolumn{9}{|l|}{Hosplitals \& Clinics} \\
\hline 102 & Emergency fund & & \(x\) & 917,812 & & - & + & - \\
\hline 205 & Managenent linitiatives & & \(x\) & 2,028,923 & & - & - & - \\
\hline 106 & A,CO.G. Coniract & \(x\) & & 97,203 & 6.303\% & 984 & 984 & - \\
\hline 107 & H.P./D.P. Initiatives & X & & 3,429,033 & 6.303\% & 17.877 & 17,877 & - \\
\hline 210 & N.E.C.I. & \(x\) & & 1,091,987 & 6.303\% & 11,053 & 11,063 & - \\
\hline 112 & Nurse Initiatives & \(x\) & & 1,264,180 & 6.303\% & 12,496 & 12,496 & - \\
\hline 112 & Nursing Costeps & \(\underline{x}\) & & 636,707 & 6.303\% & 6,450 & 5,450 & - \\
\hline 113 & Chief Clinical Consultant & \(x\) & & 273,439 & 6.303\% & 2,771 & 2771 & - \\
\hline 115 & Enmergeney Medical Sucs & x & & 458.676 & 6.303\% & - & * & \\
\hline 217 & Traditional Advocacy Program & x & & 99,174 & 6.303\% & - & - & \\
\hline 118 & Research Projects & X & & 1,260,920 & 6.303\% & 12,7.11 & - & 12.711 \\
\hline \(119^{\circ}\) & A,Attp. Contrast & \(x\) & & 26,335 & 6.303\% & 267 & 267 & - \\
\hline & Clinical Support Center-Phounix. & X & & 1,707,688 & 6.303\% & 18,305 & - & 18305 \\
\hline & Costeps-Non Fhysicions & \(x\) & & 80,214 & 6.303\% & 832 & - & 812 \\
\hline 123 & Physician Residengy & X & & 271,905 & 6.303\% & 2,755 & 2,755 & - \\
\hline 124 & Recruitmen URetention & \(x\) & & 2,023,508 & 6.303\% & 20,503 & * & 20,503 \\
\hline 125 & U.SU.H.S. ete: & x. & & 3,010,303 & 6.303\% & 30,502 & 30.507 & \\
\hline 126 & OzR. Support Fund & x & & 24,496,788 & 6303\% & 248,254 & 38,625 & 209,629 \\
\hline 127 & Evaluation & \(x\) & & 1,047,570 & 6,303\% & 10,615. & 10.616 & - \\
\hline 128 , & Notiomal tadion Heatth Boprd & x & & 452,654 & 6.30396 & 4.555 & - & 4,555 \\
\hline 129 & Albug/r10 Administration & x & & 878,068 & 6.303\% & 10,058 & - & 10,058 \\
\hline 130 & Nutrition Training Center & x & & 340,197 & 6:303\% & 3,726 & 3,726 & - \\
\hline \(131 ;\) & ;iabetes Program-Aibua/Ha & X & & 1,267,694 & 6.303\% & 13,387 & 13,356 & 31. \\
\hline 132 & Cancer Prevention-Aibug \(/\) H2 & K & & 705.701 & 5.303\% & 7.499 & 7,499 & - \\
\hline 133 & Health Records & \(x\) & & 134,359 & 6.303\% & 1,074 & 1,074 & - \\
\hline 134 & AIDS Program & X & & 417.020 & 6.303\% & - & * & - \\
\hline 135 & Handicapped Children & x & & 340,947 & 6.303\% & 3,631 & 3,631 & . \\
\hline 137 & National DIR Suppont-Aibug/HQ & X & & 8,275,823 & 6.303\% & 83,197 & 19.685 & 63,512 \\
\hline & Total Hospita & and Cli & linies & 56,934,948 & & 523,493 & 183,377 & 348,116 \\
\hline \multicolumn{9}{|l|}{Dental Health} \\
\hline \(201:\) & IHS Dental Program & \(x\) & & 1,004,546 & 6.303\% & 12,904 & 12,904 & - \\
\hline 202 & 11HS Dental Program-PgmFoimula & & \(x\) & 5,152,515 & 6.303\% & - & - & - \\
\hline \multicolumn{4}{|r|}{Total Demzal} & 6,257,061 & & 12,904 & 12,904 & - \\
\hline
\end{tabular}


WINSLOW IndIANHEALTH CARE CENTER, iNC.
Contract Support Costs
Fiscal Year 2016 FA
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline & \multicolumn{2}{|l|}{Total fy 2015 Funding} & \multicolumn{2}{|l|}{\begin{tabular}{l}
FY 2016 Less Across the Board \\
(ATB) Reduction @ ,2108\%
\end{tabular}} & \multicolumn{2}{|l|}{Totai FY 2016 Funding} \\
\hline Direct CSC (Recursing) & 5 & 760,844.00 & S & (1,604.00) & \$ & 759,240.00 \\
\hline Indirect CSC :Non - P.ecurring & \$ & 5,788,533.00 & \$ & (12,203.00) & \$ & 5,776,330.00 \\
\hline TOTAL & \$ & 6,549,377.00 & 5 & (13,807.00) & \$ & 6,535,570.00 \\
\hline
\end{tabular}
All the numbers above rellect the Fiscal Year 2015 appropriations, including using the IHS CSC Calculatioin Tool, the ACC Template and FY 16 ATB Reduction Amount


Office of Inspector General (OIG)

\section*{Letter Dafed: 07/13/2018}

REDW Finangial
Audit Report
2017

Department of Health and Human Services
OFFICE OF INSPECTOR GENERAL

Jll 132018
Report Number: A-09-18-33690

\section*{BOARD OF DIRECTORS WINSLOW INDIAN HEALTH CARE CENTER, INC. 500 NORTH INDIANA AVENUE WINSLOW, ARIZONA 86047-2169}


Dear Board Members:
We have completed our initial review of the audit report on the Center for the period October 1, 2016, through September 30, 2017. The report was accepted by the Federal Audit Clearinghouse on May 18, 2018, (identification number 218994). Based on our initial review, we believe the audit, performed by REDW LLC, Certified Public Accountants, met Federal audit requirements.

There were no findings associated with this report that were identified for formal resolution action by the Department of Health and Human Services (HHS).

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

\(\%\)

- Financial statements
- in accordance with GAAP
- free from material misstatement, whether due to error or fraud
- Intemal control
- Accounting policies
- Accounting systems
- Significant estimates
- Management representation letter
- Qualitative aspects of accounting practices

- Form and express an opinion on the financial statements and major federal award program compliance
- Reasonable assurance about whether the financial statements are free from material misstatement (not absolute assurance)
- Procedures performed depend on the auditor's judgment and risk assessment
- Evaluating the appropriateness of:
- Accounting policies used
- Reasonableness of significant accounting estimates
- Overall presentation of the financial statements
- Significant policies summarized in Note 1 to the financial statements (beginning on page 7)
- No new significant accounting policies adopted in 2017
- No significant revisions to existing accounting policies in 2017

- Contractual allowances and allowance for doubtful accounts
- Depreciation and amortization
- Self-insured health insurance liabilities
- Purchased/referred care payable
- Functional expense allocation

\section*{Chher required communications.}
- No disagreements with management
- No consultations with other accountants
- No difficulties in performing the audit
- Independence communication

- Operational Improvement Recommendations
- Cash Management (repeat)
- Background Investigations
- Review and Approval of Disposals

\section*{}
- A \(\$ 677,161\) entry to record Purchased Referred Care liabilities
- A \(\$ 36,671\) entry to record workers compensation liabilities
- A \(\$ 39,533\) entry to properly record CHS liabilities
- A \(\$ 1,350,751\) entry to record accounts receivables and related allowances
- A \(\$ 971,745\) entry to properly record cash balances and accrued liabilities related to payroll

\section*{aucht adinsinems.}
- To carry fund balance forward \(\$ 39,483\) (immaterial)
- To correct cash and unrealized gains related to investments. Re-class of prior years cash to investments should not have been posted by WIHCC, this entry was only for the Financial statements (approx. \(\$ 2 \mathrm{M}\) ). Due to this entry being posted, the investments schedule did not tie the statement or trial balance
- To correct a deferred revenue balance that has been carried forward since \(2015(\$ 77,257)\)
- To record an asset that was not disposed of, and should be on the books ( \(\$ 9 \mathrm{k}\) )
- To correct AR allowance based on our subsequent receipts analysis and results of other audit procedures (\$330K)

\section*{manaseral uncorrecte audit adientachic.}
- To reduce the liability and expense for salaries at year-end - \(\$ 104,212\)
- To increase the self-insured health insurance liability at year-end - \(\$ 135,901\)
- To increase investment income to account for accrued interest - \(\$ 233,584\)
- To increase accounts payable to account for 2017 expenses not accrued for \(-\$ 55,404\)
- A \(\$ 79,715\) entry reducing net assets to reverse the effect of prior years uncorrected adjustment



Defined as the estimated number of days an organization can meet operating expenses provided no additional revenues were received.
- Most organizations strive to have at least 60 days cash/investments on hand (although Fitch and \(58 \$\) report averages of around 180 days).

- \(\because\) пт: \(:\)







\section*{Winslow Indian Health Care Center, Inc.}

Financial Statements,
Independent Auditor's Report,
Supplementory Information
and
Single Audit (Uniform Guidance)
September 30, 2017 and 2016

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Winslow Indian Health Care Center, Inc. \\ \\ Table of Contents
} \\ \\ Table of Contents
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CPAs I Business \& Financial Advisors

\author{
Independent Auditor's Report
}

\author{
Board of Directors \\ Winslow Indian Health Care Center, Inc.
}

\section*{Report on the Financial Statements}

We have audited the accompanying financial statements of Winslow Indian Health Care Center, Inc. (WIHCC, a nonprofit organization), which comprise the statements of financial position as of September 30, 2017 and 2016, and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements.

\section*{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 of America; 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.

\section*{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 of America 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.

\section*{Opinion}

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WIHCC as of September 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 of America.

\section*{Report on Supplementary Information}

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional expenses is presented for purpose of additional analysis and is not a required part of the financial statements. The accompanying 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, is also 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 of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

\section*{Other Reporting Required by Government Auditing Standards}

In accordance with Government Auditing Standards, we have also issued our report dated April 6, 2018, on our consideration of WIHCC'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 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 internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering WIHCC's internal control over financial reporting and compliance.

Albuquerque, New Mexico
April 6, 2018

\title{
Winslow Indian Health Care Center, Inc. \\ Statements of Financial Position \\ September 30,
}
\begin{tabular}{|c|c|c|c|c|}
\hline & \multicolumn{2}{|r|}{2017} & \multicolumn{2}{|r|}{2016} \\
\hline \multicolumn{5}{|l|}{Assets} \\
\hline \multicolumn{5}{|l|}{Current assets} \\
\hline Cash and cash equivalents & \$ & 6,867,825 & \$ & 4,534,088 \\
\hline Investments & & 41,030,406 & & 34,116,299 \\
\hline Patient accounts receivable, net of contractual allowances & & 2,785,600 & & 2,573,874 \\
\hline Grant receivable & & 111,446 & & - \\
\hline Accrued interest receivable & & 169,910 & & 169,813 \\
\hline Other receivables & & 3,900 & & 37,344 \\
\hline Prepaid expenses and deposits & & 395,000 & & 358,443 \\
\hline Total current assets & & 51,364,087 & & 41,789,861 \\
\hline Restricted investments & & 6,570,458 & & - \\
\hline Property and equipment, net of accumulated depreciation & & 28,101,631 & & 27,466,958 \\
\hline and amortization & & & & \\
\hline Total assets & S & 86,036,176 & \$ & 69,256,819 \\
\hline \multicolumn{5}{|l|}{Liabilities and Net Assets} \\
\hline \multicolumn{5}{|l|}{Current liabilities} \\
\hline Accounts payable & \$ & 1,170,664 & \$ & 554,912 \\
\hline Purchased/referred care payable & & 677,160 & & 577,059 \\
\hline Accrued liabilities & & 3,179,372 & & 3,034,169 \\
\hline Deferred revenue & & - & & 77,259 \\
\hline Current portion of long-term debt & & - & & 244,716 \\
\hline Total current liabilities & & 5,027,196 & & 4,488,115 \\
\hline Long-term debt, less current portion & & - & & 50,035 \\
\hline Total liabilities & & 5,027,196 & & 4,538,150 \\
\hline \multicolumn{5}{|l|}{Net assets} \\
\hline Unrestricted & & 81,008,980 & & 64,718,669 \\
\hline Total liabilities and net assets & \$ & 86,036,176 & \$ & 69,256,819 \\
\hline
\end{tabular}

\title{
Winslow Indian Health Care Center, Inc. \\ Statements of Activities \\ For the Years Ended September 30,
}


\title{
Winslow Indian Health Care Center, Inc. \\ Statements of Cash Flows \\ For the Years Ended September 30,
}


\section*{Winslow Indian Health Care Center, Inc. \\ Statements of Cash Flows - continued For the Years Ended September 30,}


\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2017 and 2016
}

\section*{1) Organization and Summary of Significant Accounting Policies}

\section*{Organization}

Winslow Indian Health Care Center, Inc. (WIHCC) is a not-for-profit organization formed to promote health and total wellness in partnership with individuals and communities and is devoted to increasing access to quality, cost-effective health care, and fostering respect for all cultures and all peoples. It primarily earns revenues by providing outpatient and emergency care services, dental health services, mental health services, optometry, physical therapy and other medical services to the residents in and around Winslow, Arizona.

A significant revenue source is the Indian Self-Determination and Education Assistance Act (ISDEAA), Public Law (P.L.) 93-638, Title V compact between WIHCC and the Indian Health Service (IHS), U.S. Department of Health and Human Services. Approximately 47\% of WHCC's fiscal year 2017 operating revenues were provided by the U.S. Department of Health and Human Services and \(53 \%\) were provided by patient service billing reimbursements. Approximately \(50 \%\) of WIHCC's fiscal year 2016 operating revenues were provided by the U.S. Department of Health and Human Services and \(50 \%\) were provided by patient service billing reimbursements. A significant change in these grant, contract, and reimbursement programs would impact WIHCC.

\section*{Basis of Presentation}

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Section 958-205, Not-for-Profit Entities - Presentation of Financial Statements. Under this section, WIHCC is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.
- Unrestricted net assets represent the portion of net assets of WIHCC that are neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Unrestricted net assets of WIHCC are subject to requirements of its ISDEAA Compact and Annual Funding Agreements.
- Temporarily restricted net assets represent assets of WIHCC whose use is limited by donor-imposed stipulations that either expire by the passage of time or can be fulfilled by actions of WIHCC. When the stipulated time restriction ends or action is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and are reported in the statement of activities as net assets released from restrictions. WLHCC had no temporarily restricted net assets at September 30, 2017 or 2016.

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2017 and 2016
}
- Permanently restricted net assets represent the part of net assets whose use by WIHCC is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of WIHCC. WIHCC had no permanently restricted net assets at September 30, 2017 or 2016.

\section*{Use of Estimates}

Financial statement preparation in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates included in WIHCC's financial statements include contractual allowances, allowance for doubtful accounts, contract health services payable, self-insured health insurance liabilities, functional expense allocations, and depreciation and amortization expense.

\section*{Cash and Cash Equivalents}

For purposes of reporting cash flows, WIHCC considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents, which at times may exceed federally insured limits. WIHCC's deposits include checking and savings accounts held at a financial institution. At September 30, 2017, deposit balances totaled \(\$ 6,560,421\), of which \(\$ 684,599\), was insured by the Federal Deposit Insurance Corporation (FDIC). At September 30, 2016, deposit balances totaled \(\$ 3,829,217\), of which \(\$ 809,663\) was insured by the FDIC. WIHCC does not have a policy requiring collateral on all deposits exceeding FDIC limits. WIHCC has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its deposit balances.

\section*{Net Patient Service Revenue}

Net patient service revenue is reported at the estimated net realizable amounts from thirdparty payors and others for services rendered. These revenues are based, in part, on cost reimbursement principles and are subject to audit and retroactive adjustment by the respective third-party fiscal intermediaries.

Contractual allowances represent the amounts which reduce patient accounts receivable to amounts that are considered to be collectible from third-party payers based on existing contracts WIHCC has with these payers. The contractual allowance percentages are based upon historical collection information by payer class. Contractual allowances are deducted from gross patient accounts receivable in the accompanying statements of financial position.

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Winslow Indian Health Care Center, Inc. Notes to the Financial Statements \\ September 30, 2017 and 2016
}

\begin{abstract}
The allowance for doubtful patient accounts receivable is that amount which, in management's judgment, is considered adequate to reduce patient service accounts receivable to an amount that is considered to be ultimately collectible. WIHCC calculates its allowance for doubtful accounts based on management's estimate of historical writeoffs by major payer categories over the past several years, as well as management's general knowledge of the composition of receivables, knowledge of the industry, and collection expectations. Accounts are written off as bad debts based on individual credit evaluation and specific circumstances of the account. Management believes that estimates made for contractual allowances and the allowance for doubtful accounts are adequate. Because of the uncertainty regarding the ultimate collectability of patient service accounts receivable, there is a possibility that amounts ultimately collected will materially differ from net patient service accounts receivable recorded in the accompanying statements of financial position.
\end{abstract}

\section*{Investments}

WIHCC's investments are in marketable securities with readily determinable fair values in active markets. All investments in marketable debt and equity securities are carried at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statements of activities.

The fair value of investment securities is the market value based on quoted market prices, or market prices provided by recognized broker dealers. In determining the appropriate valuation levels, WIHCC performed a detailed analysis of the assets and liabilities that are subject to FASB ASC Section 820, Fair Value Measurements and Disclosures. This section requires that assets and liabilities carried at fair value be classified in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets and liabilities.
Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.
Level 3: Unobservable inputs that are not corroborated by market data.
WIHCC's investments are the only assets or liabilities that are measured at fair value on a recurring basis and are, therefore, subject to FASB ASC Section 820 . For the year ended September 30, 2017, the application of valuation techniques to investments has been consistent with previous years.

\section*{Restricted Investments}

Restricted investments includes \(\$ 6.5\) million that was received to cover the architectural and engineering design, as well as all site work design, of the new Dilkon Health Center. However, no construction services are included in the Construction Project Agreement (the "Agreement") unless added through modification to the Agreement.

\title{
Winslow Indian Health Care Center, Inc. Notes to the Financial Statements \\ September 30, 2017 and 2016
}

\section*{Prepaid Expenses and Deposits}

Certain payments to vendors represent costs applicable to future accounting periods and are recorded as a prepaid expense in the statements of financial position and expensed as the items are used. Prepaid expenses are made up of the following at September 30:
\begin{tabular}{|c|c|c|c|c|}
\hline & \multicolumn{2}{|r|}{2017} & \multicolumn{2}{|r|}{2016} \\
\hline Insurance & \$ & 129,000 & \$ & 122,443 \\
\hline Pharmaceuticals, medical and other supplies through prime vendor contract with IHS & & 266,000 & & 236,000 \\
\hline Total prepaid expenses and deposits & \$ & 395,000 & S & 358,443 \\
\hline
\end{tabular}

\section*{Fair Value of Financial Instruments}

For financial statement purposes, receivables, accounts payable, accrued liabilities and debt are considered financial instruments. WIHCC estimates that the fair value of all financial instruments at September 30, 2017 and 2016, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying statements of financial position either because of their short-term nature or because interest rates on debt approximate current market rates.

\section*{Property and Equipment}

Property and equipment acquisitions in excess of \(\$ 5,000\) and all expenditures for renewals and betterments that materially extend the useful lives of assets are capitalized.

Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation and amortization is computed using the straight-line method over the assets' estimated useful lives ranging from 5 to 30 years. Management has evaluated these assets and believes that no impairment of long-lived assets exists as of September 30, 2017 and 2016.

Under the terms of the ISDEAA Compact and Annual Funding Agreement (AFA) with the Department of Health and Human Services, as described below, WIHCC has been authorized to use the federally-owned real property comprising the facilities of WIHCC in order to carry out its requirements under the compact. The real property is held by the Navajo Area Indian Health Service and title of said property will be transferred to WIHCC during the term of the compact, pending approval from the Bureau of Indian Affairs; therefore, WIHCC recorded this real property at fair value at the inception of the original Title I contract, as described below, in the accompanying statements of financial position. Depreciation on these properties is computed using the straight-line method over the assets' estimated useful life of 25 to 30 years.

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Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2017 and 2016
}

\section*{ISDEAA Compact}

WIHCC entered into an ISDEAA contract with the Department of Health and Human Services, IHS under Title I to assume the management and operation of programs, functions, services and activities (PFSA) for the delivery of health care services to Native Americans. The term of this contract began on September 30, 2005, and ended on April 29, 2011. Effective April 30, 2011, WIHCC executed a new compact with IHS under Title \(V\) of the ISDEAA, P.L. 93-638. Title V compacting allows self-governance and enables WIHCC to redesign programs and merge or reallocate funds.

Under Title V, WIHCC receives annual lump-sum payments based on negotiations between IHS and WIHCC, as provided in the AFA, for services provided during the annual contract period. Under this AFA, WIHCC may provide health care services directly at facilities operated by WIHCC or by operating a purchased/referred care program as part of the AFA. The cost of providing these services to IHS-eligible beneficiaries approximates the funding received under the AFA over time.

Purchased/referred care are services provided to IHS-eligible beneficiaries by private sector health care providers, such as hospitals and physicians, under contract with WIHCC. Purchased/referred care expense was approximately \(\$ 2.9\) million and \(\$ 3.2\) million in 2017 and 2016, respectively. WIHCC reported purchased/referred care payable, for estimated services provided by private sector health care providers but not yet paid by WIHCC, of approximately \(\$ 0.7\) million and \(\$ 0.6\) million in the accompanying statements of financial position as of September 30, 2017 and 2016, respectively. Because of the uncertainty regarding payments made to private sector health care providers, there is a chance that amounts ultimately paid will materially differ from purchased/referred care payable recorded in the accompanying statements of financial position.

The AFA also includes a buyback agreement, which details purchased services to be provided by IHS. WIHCC contracted IHS employees under Intergovernmental Personnel Act (IPA) agreements or commissioned officer assignments under Memorandums of Agreement (MOA) and recorded costs associated with these employees as program services, which totaled \(\$ 3\) million and \(\$ 3.3\) million in 2017 and 2016, respectively.

\section*{Electronic Health Records Incentive Reimbursement}

The American Recovery and Reinvestment Act of 2009 included provisions for implementing health information technology under the Health Infornation Technology for Economic and Clinical Health Act (HITECH). These provisions were designed to increase the use of electronic health records (EHR) technology and establish the requirements for a Medicare and Medicaid incentive payments program beginning in 2011 for eligible hospitals and providers that adopt and meaningfully use certified EHR technology. Eligibility for annual Medicare incentive payments is dependent on providers demonstrating meaningful use of EHR technology in each period over a four-year period.

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Winslow Indian Health Care Center, Inc. Notes to the Financial Statements \\ September 30, 2017 and 2016
}

Initial Medicaid incentive payments are available to providers that adopt, implement or upgrade certified EHR technology; however, but providers must demonstrate meaningful use of such technology in subsequent years to qualify for additional incentive payments. Medicaid EHR incentive payments are fully funded by the federal government and administered by the states; however, the states are not required to offer EHR incentive payments to providers.

WIHCC did not receive any revenue during the year ended September 30, 2017, and \(\$ 17,000\) during the years ended September 30, 2016, of incentive reimbursement for HITECH incentives from Medicaid. These incentive payments related to certain WIHCC employed physicians that have demonstrated meaningful use of certified EHR technology or have completed attestations to their adoption or implementation of certified EHR technology. These incentive reimbursements are presented as a portion of net patient service revenue in the accompanying statements of activities, and are subject to audit by the federal govemment or its designee. At September 30, 2017 and 2016, WIHCC was not due money under this program.

\section*{Functional Expense Allocation}

The costs to operate various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the program services benefited. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of WIHCC.

\section*{Tax Status}

WIHCC is exempt from federal income taxes on related income under Section 501(a) of the Internal Revenue Code as an organization described in Section 501 (c)(3). WIHCC is classified as other than a private foundation. Accounting principles generally accepted in the U.S. require WIHCC to evaluate and disclose uncertain tax positions. WIHCC does not believe any such positions exist at September 30,2017 or 2016 , that would require accrual or disclosure in the financial statements. WIHCC's policy, when applicable, is to classify interest and penalties, if any, as miscellaneous expense. WIHCC believes it is no longer subject to tax examinations for years prior to 2013.

\section*{Recent Accounting Pronouncements}

In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, Leases, to make leasing activities more transparent and comparable. This new standard will require all leases with terms of more than 12 months be recognized by lessees as a right-of-use asset and a corresponding lease liability on the balance sheet. It will apply to both capital (or finance) leases and operating leases. In addition, ASU 2016-02 requires retrospective application to leases that exist at the beginning of the earliest comparative period presented. Management expects this new standard to have a significant effect on the WIHCC's balance sheet. For nonpublic companies, the standard is effective for fiscal

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2017 and 2016
}
years beginning after December 15, 2019 (i.e. WIHCC's fiscal year ending September 30, 2020). Early application is permitted.

Additionally, the FASB issued ASU 2016-14, Presentation of Financial Statements of Not-for-Profit Entities, to make the information in the financial statements more meaningful. The new standard will no longer require not-for-profit entities to distinguish between resources with temporary and permanent restrictions on the face of the financial statements, meaning only two classes will be presented, instead of three. The guidance will also change how not-for-profit entities report certain expenses and provide information about available resources and liquidity. This guidance is effective for fiscal years beginning after December 15, 2017 (i.e. WIHCC's fiscal year ending September 30, 2019). Early application is permitted. Management does not expect this new standard to have a significant effect on WIHCC's financial statements.

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606), to create a single comprehensive framework for revenue recognition. The purpose of the new standard was to do away with industry specific revenue recognition guidance and better align with international standards. The new standard requires revenue to be recognized at various points within a transaction. WIHCC will be required to make significant judgments regarding collectability and estimations for variable consideration, and will also have to change aspects of their financial statement presentation and expand disclosures on judgments used in determining transaction pricing. This guidance is effective for periods beginning after December 15, 2017 (i.e. WIHCC's fiscal year ending September 30, 2019).

\section*{Subsequent Events}

Subsequent events through April 6,2018 , the date which the financial statements were available to be issued, were evaluated for recognition and disclosure in the September 30, 2017, financial statements.

\section*{2) Net Patient Service Revenue}

Agreements with third-party payors provide for payments to WIHCC at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, and per diem payments. Net patient service revenue is reported at the estimated net realizable amounts from third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors.

\title{
Winslow Indian Health Care Center, Inc. Notes to the Financial Statements September 30, 2017 and 2016
}

A summary of payment arrangements with major third-party payors follows:
Medicare-Services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge or per visit.

Medicaid-Services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per day (per diem) or per visit. Payment for outpatient services is based upon a per diem or per visit rate negotiated between IHS and the U.S. Office of Management and Budget (OMB).

Periodic rate adjustments are made, sometimes resulting in retroactive settlements. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as more information is available to improve estimates or final settlements are determined. Based on information existing at September 30, 2017 and 2016, no material retroactive settlements were anticipated; therefore, no estimated settlements were accrued at September 30, 2017 or 2016.

Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Estimates are continually monitored and reviewed, and as settlements are made or more information is available to improve estimates, differences are reflected in current operations.

Other Third-Party Payors-WIHCC has entered into payment agreements with certain commercial insurance carriers. The basis for payment to WIHCC under these agreements includes prospectively determined rates per discharge, discounts from established charges and prospectively determined daily rates.

\section*{3) Investments}

Investments at fair value at September 30 are as follows:
\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{} & \multicolumn{8}{|c|}{2017} \\
\hline & \multicolumn{2}{|r|}{Cost} & \multicolumn{2}{|r|}{Gross Unrealized Gains} & \multicolumn{2}{|r|}{Gross Unrealized Losses} & \multicolumn{2}{|r|}{Fair Value} \\
\hline Money market mutual finds & \$ & 12,283,762 & \$ & 343,877 & \$ & \((23,593)\) & s & 12,604,046 \\
\hline U.S. government agency securities & & 3,021,891 & & - & & \((1,357)\) & & 3,020,534 \\
\hline Copporate bonds & & 31,991,873 & & - & & \((15,589)\) & & 31,976,284 \\
\hline & \$ & 47,297,526 & \$ & 343,877 & \$ & \((40,539)\) & 5 & 47,600,864 \\
\hline
\end{tabular}

\section*{Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2017 and 2016}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{} & \multicolumn{8}{|c|}{2016} \\
\hline & \multicolumn{2}{|r|}{Cost} & \multicolumn{2}{|r|}{Gross Unrealized Gains} & \multicolumn{2}{|r|}{Gross Unrealized Losses} & \multicolumn{2}{|r|}{Fair Value} \\
\hline Money market mutual funds & \$ & 10,959,779 & \$ & 351,799 & \$ & - & \$ & 11,311,578 \\
\hline U.S. government agency securities & & 2,016,945 & & 816 & & - & & 2,017,761 \\
\hline Corporate bonds & & 20,771,289 & & 15,671 & & - & & 20,78,9,960 \\
\hline & \$ & 33,748,013 & \$ & 368,286 & \$ & - & \$ & 34,116,299 \\
\hline
\end{tabular}

The fair value of the WIHCC's marketable securities that are measured on a recurring. basis as of September 30 are as follows:
\begin{tabular}{|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{} & \multicolumn{5}{|c|}{2017} \\
\hline & Level 1 & \multicolumn{2}{|r|}{Level 2} & \multicolumn{2}{|r|}{Total} \\
\hline Money market mutual funds & \$ & \$ & 12,604,046 & \$ & 12,604,046 \\
\hline U.S. government agency securities & 3,020,534 & & - & & 3,020,534 \\
\hline Corporate bonds & 31,976,284 & & - & & 31,976,284 \\
\hline & \$ 34,996,818 & \$ & 12,604,046 & \(\$\) & 47,600,864 \\
\hline & \multicolumn{5}{|c|}{2016} \\
\hline & Level 1 & \multicolumn{2}{|r|}{Level 2} & \multicolumn{2}{|r|}{Total} \\
\hline Money market mutual funds & \$ & \$ & 11,311,578 & \$ & 11,311,578 \\
\hline U.S. government agency securities & 2,017,761 & & - & & 2,017,761 \\
\hline Corporate bonds & 20,786,960 & & - & & 20,786,960 \\
\hline & \$ 22,804,721 & \$ & 11,311,578 & \$ & 34,116,299 \\
\hline
\end{tabular}

\section*{Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements September 30, 2017 and 2016}

\section*{4) Property and Equipment}

Property and equipment consisted of the following at September 30:
\begin{tabular}{|c|c|c|c|c|}
\hline & \multicolumn{2}{|r|}{2017} & \multicolumn{2}{|r|}{2016} \\
\hline Buildings & \$ & 5,014,008 & \$ & 4,976,849 \\
\hline Equipment & & 11,300,219 & & 11,263,055 \\
\hline Leasehold improvements & & 6,137,614 & & 5,128,144 \\
\hline Software & & 231,187 & & 173,745 \\
\hline Property pending transfer from federal government & & 20,443,183 & & 20,443,183 \\
\hline Less accumulated depreciation and amortization & & \[
\begin{gathered}
43,126,211 \\
(16,278,046)
\end{gathered}
\] & & \[
\begin{gathered}
41,984,976 \\
(14,978,314)
\end{gathered}
\] \\
\hline & & 26,848,165 & & 27,006,662 \\
\hline Construction in progress & & 1,217,466 & & 424,296 \\
\hline Artwork & & 36,000 & & 36,000 \\
\hline Property and equipment, net & \$ & 28,101,631 & \$ & 27,466,958 \\
\hline
\end{tabular}

\section*{5) Accrued Liabilities}

Accrued liabilities consist of the following at September 30:
\begin{tabular}{|c|c|c|c|c|}
\hline & \multicolumn{2}{|r|}{2017} & \multicolumn{2}{|r|}{2016} \\
\hline Paid time off and other leave & \$ & 1,744,281 & \$ & 1,547,651 \\
\hline Salaries and wages & & 902,590 & & 1,023,498 \\
\hline IPA/MOA costs & & 261,185 & & 146,467 \\
\hline Payroll taxes and other employee benefits & & 225,891 & & 69,217 \\
\hline Self-insured health insurance liabilities & & 45,425 & & 247,336 \\
\hline & S & 1,435,091 & \$ & 1,486,518 \\
\hline
\end{tabular}

\section*{6) Long-Term Debt}

In previous years, WIHCC had a non-revolving line of credit that was used for the construction of a new Medical Office Building. As of September 30, 2017, WIHCC had paid off the non-revolving line of credit. As of September 30, 2016, WIHCC owed \(\$ 294,751\) on the non-revolving line of credit.

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2017 and 2016
}

\section*{7) Operating Leases}

WIHCC has noncancelable operating leases primarily for buildings. Future minimum lease payments under the leases at September 30, 2017, are as follows:
\begin{tabular}{lrr} 
Year ending September 30, & \\
2018 & \(\$\) & 120,892 \\
2019 & 65,562 \\
2020 & & 26,873 \\
Total minimum lease payments & \(\$ \quad 213,327\) \\
\hline
\end{tabular}

Total rental expense under operating leases was approximately \(\$ 216,000\) and \(\$ 278,000\) in 2017 and 2016, respectively.

\section*{8) Retirement Plan}

Effective January 1, 2007, WIHCC established a 401(k) Profit Sharing Plan. The plan covers substantially all employees and allows employee contributions. WIHCC makes matching contributions equal to the sum of \(100 \%\) of the amount of each employee's salary reduction not to exceed \(4 \%\) of the employee's compensation. These amounts are \(100 \%\) vested. In addition, WHCC is able to make a nonelective discretionary contribution which, if made, will vest after three years of service. The plan is administered by an unrelated party. During the years ended September 30, 2017 and 2016, WIHCC made combined (matching and discretionary) contributions of approximately \(\$ 1,622,000\) and \(\$ 1,458,000\), respectively.

\section*{9) Contingencies}

Healthcare Regulatory Environment
The healthcare industry is subject to laws and regulations of federal, state and local governments. These laws and regulations include, but are not limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement for patient services and Medicare and Medicaid fraud and abuse. Recently, government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by healthcare providers. Violations of these laws and regulations could result in expulsion from government healthcare programs, the imposition of significant fines and penalties and significant repayments for patient services previously billed.

\author{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2017 and 2016
}

Management believes that WIHCC is in compliance with applicable government laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation as well a regulatory actions unknown or unasserted at this time.

The Health Insurance Portability and Accountability Act (HIPAA) was enacted to assure health insurance portability, guarantee security and privacy of health information, enforce standards for health information and establish administrative simplification provisions. Under the Health Information Technology for Economic and Clinical Health (HITECH) Act, several of the HIPAA security and privacy requirements have been expanded, including business associates being subject to civil and criminal penalties and enforcement proceedings for violations of HIPAA. Management believes that WIHCC is in compliance with all applicable provisions of HIPAA and HITECH.

\section*{Grants and Contracts}

Grants and contracts require the fulfillment of certain conditions as set forth in the terms of the agreements, and are subject to audit by the grantor. Failure to comply with the conditions of the agreements could result in the return of funds to the grantor. Management believes that it has complied with the conditions of its grants and contracts and no significant liability, if any, would result from an audit.

\section*{Litigation}

WIHCC is at times a party to claims and lawsuits arising in the ordinary course of business for which the organization purchases comprehensive general liability insurance. Also, as part of the self-governance compact with the Department of Health and Human Services, medical malpractice claims are covered under the Federal Tort Claims Act. As a result, claims made against WIHCC would be defended by the United States Attorney General. Management believes, based upon consultation with legal counsel that claims, if any, will not have a material adverse effect on the financial statements, and has not recorded a legal loss accrual as of September 30, 2017 or 2016.

\section*{Winslow Indian Health Care Center, Inc. Notes to the Financial Statements September 30, 2017 and 2016}

\section*{10) Concentrations of Credit Risk}

The mix of gross patient service revenue from third-party payers was as follows at September 30:

\section*{Medicaid}

Medicare
Other third-party payers
\begin{tabular}{ccc}
\hline 2017 & & 2016 \\
\cline { 1 - 1 } & & \(75 \%\) \\
13 & & 14 \\
10 & & 11 \\
\cline { 1 - 1 } & & \(100 \%\) \\
\hline
\end{tabular}

\title{
Winslow Indian Health Care Center, Inc. \\ Schedule of Functional Expenses \\ For the Years Ended September 30, 2017 and 2016
}
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline & \multicolumn{2}{|r|}{\begin{tabular}{l}
Medical \\
Program \\
Services
\end{tabular}} & \multicolumn{2}{|l|}{Management and General} & \multicolumn{2}{|l|}{\begin{tabular}{l}
Total \\
Program and Support Services
\end{tabular}} \\
\hline \multicolumn{7}{|l|}{Expenses incurred for the year ended} \\
\hline \multicolumn{7}{|l|}{September 30, 2017} \\
\hline Salaries and benefits & \$ & 25,350,277 & \$ & 7,798,184 & S & 33,148,461 \\
\hline Supplies & & 6,050,232 & & 586,184 & & 6,636,416 \\
\hline Professional fees & & 2,026,260 & & 1,769,133 & & 3,795,393 \\
\hline IPAMMOA & & 2,833,421 & & 133,407 & & 2,966,828 \\
\hline Purchased/referred care & & 2,941,248 & & - & & 2,941,248 \\
\hline Contractual services & & 2,792,498 & & 98,010 & & 2,890,508 \\
\hline Depreciation and amortization & & 1,785,055 & & 198,340 & & 1,983,395 \\
\hline Travel and training & & 454,546 & & 244,243 & & 698,789 \\
\hline Rent & & 445,349 & & 49,483 & & 494,832 \\
\hline Fees & & 148,229 & & 313,391 & & 461,620 \\
\hline Utilities & & 326,778 & & 36,309 & & 363,087 \\
\hline Repairs and maintenance & & 216,782 & & 24,087 & & 240,869 \\
\hline Equipment & & 101,138 & & 128,992 & & 230,130 \\
\hline Miscellaneous & & 112,834 & & 49,353 & & 162,187 \\
\hline Insurance & & 127,816 & & 14,202 & & 142,018 \\
\hline Stipends & & - & & 95,934 & & 95,934 \\
\hline Communication & & 9,313 & & 68,811 & & 78,124 \\
\hline & \$ & 45,721,776 & \$ & 11,608,063 & \$ & 57,329,839 \\
\hline \multicolumn{7}{|l|}{Expenses incurred for the year ended} \\
\hline \multicolumn{7}{|l|}{September 30, 2016} \\
\hline Salaries and benefits & \$ & 22,648,971 & \$ & 8,263,692 & \$ & 30,912,663 \\
\hline Supplies & & 4,731,025 & & 450,247 & & 5,181,272 \\
\hline Professional fees & & 1,548,983 & & 1,938,854 & & 3,487,837 \\
\hline IPA/MOA & & 2,954,779 & & 372,597 & & 3,327,376 \\
\hline Purchased/referred care & & 3,211,820 & & - & & 3,211,820 \\
\hline Contractual services & & 3,324,167 & & 62,323 & & 3,386,490 \\
\hline Depreciation and amortization & & 1,720,281 & & 191,142 & & 1,911,423 \\
\hline Travel and training & & 273,055 & & 297,899 & & 570,954 \\
\hline Rent & & 519,457 & & 57,718 & & 577,175 \\
\hline Fees & & 110,118 & & 227,093 & & 337,211 \\
\hline Utilities & & 326,326 & & 36,258 & & 362,584 \\
\hline Repairs and maintenance & & 145,214 & & 16,135 & & 161,349 \\
\hline Equipment & & 220,249 & & 31,265 & & 251,514 \\
\hline Miscellaneous & & 50,914 & & 157,465 & & 208,379 \\
\hline Insurance & & 118,192 & & 13,133 & & 131,325 \\
\hline Stipends & & 76 & & 68,247 & & 68,247 \\
\hline Communication & & 9,769 & & 65,231 & & 75,000 \\
\hline & \(\$\) & 41,913,320 & 5 & 12,249,299 & \$ & 54,162,619 \\
\hline
\end{tabular}

\title{
Winslow Indian Health Care Center, Inc. Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2017
}
\begin{tabular}{|c|c|c|c|c|c|}
\hline Grantor / Program Title & Grant/Contract Period & Award Number & \begin{tabular}{l}
Federal CFDA \\
Number
\end{tabular} & & Grant Expenditures \\
\hline \multicolumn{6}{|l|}{Department of Health and Human Services} \\
\hline \multicolumn{6}{|l|}{Direct Awards} \\
\hline \multicolumn{6}{|l|}{Tribal Self-Governance Program} \\
\hline Annual Funding Agreement & FYE 9/30/17 & AFA & 93.210 & \$ & 37,604,584 \\
\hline Special Diabetes Program for Indians & FYE 9/30/17 & H1D4IHS0124-02-00/01 & 93.237 & & 705,190 \\
\hline Methamphetamine and Suicide Prevention Initiative (MSPI) & FYE 9/30/17 & BHI 6IHS0085-03-00 & 93.933 & & 146,865 \\
\hline Total expenditures of federal awards & & & & \$ & 38,456,639 \\
\hline
\end{tabular}

The accompanying notes are an integral part of this schedule of expenditures of federal awards.

\title{
Winslow Indian Health Care Center, Inc. Notes to the Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2017
}

\section*{1) Basis of Presentation}

\section*{Basis of Presentation}

The accompanying schedule of expenditures of federal awards (SEFA) includes the federal award activity of Winslow Indian Health Care Center, Inc. (WIHCC). WIHCC's reporting entity is defined in Note 1 to WIHCC's financial statements. The information in this SEFA is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of WIHCC, it is not intended to and does not present the financial position, change in net assets, or cash flows of WIHCC.

\section*{2) Summary of Significant Accounting Policies}

\section*{Basis of Accounting}

Expenditures reported on the SEFA are reported using the modified 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.

\section*{Other Direct Reimbursements}

WIHCC receives certain direct reimbursement revenue from federal agencies under the Medicare and Medicaid programs, which are not subject to the requirements of the Uniform Guidance.

\section*{Indirect Cost Rate}

WIHCC negotiates an indirect cost rate with the federal government. Accordingly, WIHCC has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

\section*{3) Subrecipients}

WIHCC did not provide any federal awards to subrecipients during fiscal year 2017.

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Schedule of Expenditures of Federal Awards - continued For the Year Ended September 30, 2017
}

\section*{4) Relationship to WIHCC Financial Statements}

Federal award program expenditures by WIHCC are presented in the 2017 statement of activities as follows:
\begin{tabular}{lllll} 
& \begin{tabular}{c} 
Schedule of \\
Expenditures \\
of Federal \\
Awards
\end{tabular} & \begin{tabular}{c} 
Other \\
Contracts and \\
Grants
\end{tabular} & \begin{tabular}{c} 
Statement of \\
Activities \\
Total
\end{tabular} \\
\cline { 2 - 6 } Contracts and grant revenue & \(\$ \quad 38,456,639\) & \(\$\) & 111 & \(\$\) \\
\hline
\end{tabular}

CPAs I Business \& Financial Advisors

\title{
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
}

\author{
Board of Directors \\ Winslow Indian Health Care Center, Inc.
}

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Winslow Indian Health Care Center, Inc. (WIHCC, a nonprofit organization), which comprise the statement of financial position as of September 30, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated April 6, 2018.

\section*{Internal Control Over Financial Reporting}

In planning and performing our audit of the financial statements, we considered WIHCC's internal control over financial reporting (internal control) to determine the audit 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 WIHCC's internal control. Accordingly, we do not express an opinion on the effectiveness of WIHCC'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 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.

\section*{Compliance and Other Matters}

As part of obtaining reasonable assurance about whether WIHCC'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.

\section*{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 WIHCC's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

\section*{\(R^{R E D} W_{\text {LLC }}\)}

Albuquerque, New Mexico
April 6, 2018

CPAs I Business \& Financial Advisors

\title{
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance
}

Board of Directors
Winslow Indian Health Care Center, Inc.

\section*{Report on Compliance for Each Major Federal Program}

We have audited Winslow Indian Health Care Center, Inc.'s (WIHCC) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of WIHCC's major federal programs for the year ended September 30, 2017. WIHCC's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

\section*{Management's Responsibility}

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

\section*{Auditor's Responsibility}

Our responsibility is to express an opinion on compliance for each of WIHCC'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 of America; 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 (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 WIHCC'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 each major federal program. However, our audit does not provide a legal determination of WIHCC's compliance.

Abuguerigue
7425 Jefforson St NE
Atbuquarque, NM 87109
P605 998.3200
F 605959333

\section*{Opinion on the Major Federal Program}

In our opinion, WIHCC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2017.

\section*{Report on Internal Control Over Compliance}

Management of WIHCC 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 WIHCC's internal control over compliance with the types of requirements that could have a direct and material effect on each 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 WIHCC'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 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. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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.

Albuquerque, New Mexico
April 6, 2018

\title{
Winslow Indian Health Care Center, Inc. Schedule of Findings and Questioned Costs For the Year Ended September 30, 2017
}
Section I - Summary of Auditor's Results
Financial Statements
Type of auditor's report issued: ..... Unmodified
Internal control over financial reporting:
Material weaknesses identified? ..... No
Significant deficiencies identified? ..... None reported
Noncompliance material to financial statements noted? ..... No
Federal Awards
Type of auditor's report issued on compliance for major programs: ..... Unmodified
Internal control over major programs:
Material weaknesses identified? ..... No
Significant deficiencies identified? ..... None reported
Any audit findings disclosed that are required
to be reported in accordance with 2 CFR 200.516 (a)? ..... No
Identification of major programs:
CFDA Number93.210

Name of Federal Program
Tribal Self-Govemance Program
Dollar threshold used to distinguish between type A and type B programs:\$1,149,292
Auditee qualified as low-risk auditee? ..... Yes

\title{
Winslow Indian Health Care Center, Inc. Schedule of Findings and Questioned Costs - continued For the Year Ended September 30, 2017
}

\section*{Section II - Financial Statement Findings}

None.

\section*{Section III - Federal Awards Findings}

None.

\title{
Winslow Indian Health Care Center, Inc.
}

Summary Schedule of Prior-Year Audit Findings
For the Year Ended September 30, 2017

\section*{Prior-Year}

\section*{Office of Inspectoe General}

\section*{(OIG)}

\author{
Letter Dated: 12/08/2017
}

REDW Financial
AUdit Report
2016

Dipardmant of Hbalid and Human Sbrviche
Ofeice of Inspector General

Office of Audit Services Mational Exterinal Audit Review Center 1100 Walnut Street, Suite 850 Kansas City, mo 67106

\section*{DEC 082017}

Report Number: A-09-18-32109
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HOARD OF DIRECTORS WINSLOW INDIAN HEALTH CARE CENTER, INC. 500 NORTII INDIANA $A$ VENUE WINSLOW, ARIZONA 86047-2169

```

\section*{Dear Board Members:}


We have completed our initial review of the andit report on the Organization for the period October 1, 2015, through September 30, 2016. The report was accepled by the Federal Audit Clearinghouse on June 13, 2017, (identification number 218994). Based on our initial review, ve belicve the audit, perfomed by REDW LLC, Ccrtified Public Accountants, met Federal audit requirements.

Please refer to Attachment \(A\), where we have summarized the finding and recommendation and identified the Federal department responsible for resolution. Final determinations with respect to actions to be taken on the Department of Health and Human Services (HHS) recommendation will be made by the HIIS 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 \(A\) ttachment \(A\) should be directed to the following IIHS resolution official address. The above report number should be referenced in any correspondence relating to this report.

\section*{HIIS RESOLUTION OFFICIAI}

Division of Audit
Office of Finance and Accounting
Indian Health Service
Mail Stop: 10E54
5600 Fishers I ane
Rockville, MD 20857

In accordance with the principles of the Freedom of Information Act (Public Law No. 90-23), reports issued on the Department's grantecs 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 contacl our office at (800) 732-0679.
Sincerely,


Patrick J. Cogley
Regional Inspector General for Audit Services
Enclosure
\begin{tabular}{|c|c|c|c|c|}
\hline Recommentation Cotles & Page & Amomit & Resolution Agency & Recommendations \\
\hline 217919100 & 32, 34 & \(N / \Lambda\) & HHS/IHS & 2016-001, 2015-002. Procurcment. This is a repeat finding. We recommend procurement policies and procedures be developed and implemented to ensure compliance with applicable Federal regulations. \\
\hline
\end{tabular}

atack results.
- Financial statements
- Unmodified (clean) opinion
- Internal control over financial reporting
- No material weaknesses identified
- No significant deficiencies reported
- Major federal award program compliance
- Unmodified (clean) opinion
- One compliance finding reported


\section*{}

\section*{Days cash and investments on hand}
 expensea prus dsja additionst revenuas mere received.




Sepfeniber 30,2016 Soptember 30,7015 Septembor 30,2014 September 30,2013 Septembeti30, zoiz September 30,201
\[
4
\]








\section*{Winslow Indian Health Care Center, Inc.}

\section*{Winslow Indian Health Care Center, Inc.}

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\title{
Independent \(\Lambda\) uditor`s Report
}

\author{
Board of Directors \\ Winslow Indian Healh Care Center, Inc.
}

\section*{Report on the Piameial Statements}

We hase adited the acempanying tinancial statements of Winskow Indian Ifealth Care center. Ine. (Whth © : a nomprofit organiation), which comprise the statements of bancial position as of Soptember 30, 2016 and 2015. and the related statements of activities and eash flows for the yars then ended, and the reated notes to the linancial statements.

\section*{Managerurnt's Responsibility for the Fïnancial Statements}

Managemen is responsible for the preparation and fair presentation of these financial statements in accordane with accometing principtes generally acepted in the United States of Americat this includes the design, implementation, and maintenance of internal control telerant to the preparation and fir presentation of financial statements that are fre fom material misstatement. whether due to frat or error.

\section*{Auditor's Responsibility}

Our responshility is to express an opinion on these linancial statements based on our audits. We comblucted our adits in acoordance with tuditing standards generally acepted in the United States of Ameriea and the standards applizable to linancial audits contained in (oorernmem Anditing Shandards. issued by the ('omptroller (iencral of the United States. Those standards reguire that we plan and perfom the adit to obain reasonable assurance about whether the finameial statements are fre from matheral misstatement.

An andit imoldes performing procedures to obtain auslit evidence about the amounts and disclosures in the financiat statements. The procedures selected depend on the athediters judememb. including the assessment of the risks of material misstatement of the financial statements, whether due to frad or eror. In making those risk assessments, the audion comsiders internal control relevant to the cmity" p peparation and fair presemation of the finame cal ataments in order to design andit proedures that ate apropriate in the circumstances, hum not for the pupher of expressing an opinion on the effectivenes of the entitys internal combrof. Accordingly, we wpres no such opinion, An andit also includes ev ahating the appopriateness




We helieve that the atudit evidence we have obtained is sufficient and approprinte to provide a hasis for our andir opinion.

\section*{Opinion}

In our opinion, the fimancial statements referred to above present fairly, in all material respects, the financial position of WHEC' as or September 30,2016 and 2015 , and the changes in its net assels and its cash flows for the years then ended in aceordance with acoonding principles generally aceepted in the United States of America.

\section*{Other ilatiens}

\section*{Ohase heformation}

Our andit was conducted for the purpose or forming an opinion on the financial statements as a whole. The accompanying sehedule of functional expenses is presented for pupose al aditional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of Sederal awards, as required by Title 2 U.S. Code of loderal Resendations (CiJR) Pat 200, Uniform Administratioce Requirements, Cost Principles, and Andit Requiruments for Fe/cral dumeds, is also presented for purposes of adotional amalysis and is not a required part of the finamedal statements. Such infomation is the responsibility of manouement and was derived fiom and relates directly to the underlying accounting and other records used to prepare the finameial statements. The information has been subjected to the anditing procedures applied in the atodit of the financial statements and certain additional procedures, including comparing and reconcilings such information directly to the underlying accounting and other records used to prepare the imaneial statements or to the financial statements themselves, and other additional procelure, in atedrdace with ataliting standards gencrally aceepted in the United States of
 fimancial statements ats a whole.

\section*{OHer Reporting Required by Gopermment Auditing Standards}

In accordance with Goncomm'n Anditing Stanchasls, we have also issucd our report dated May 3,
 of its compliance with certain provisions of laws, regulations, contracts, and gran agrements and other maters. The parpose of that report is to cleserihe the secper of our testing of internal contmo orer financtal reporing and compliance and the results of that lesting, and mot bo provide an opinion on internal control over financial reporting or on complanes. That report is an integral part of an audit performed in accordance with Gorernment dithiting Stumbats in considering Whices internal conirol over tinancial reporting and compliance.

\section*{REDW We}

Albucpurque, New Mexico
May 3, 2017

\title{
Winslow Indian Health Care Center, Inc. \\ Statements of Financial Position \\ Seplember 30,
}
\begin{tabular}{|c|c|c|c|c|}
\hline & \multicolumn{2}{|r|}{2016} & \multicolumn{2}{|r|}{2015} \\
\hline \multicolumn{5}{|l|}{Assets} \\
\hline \multicolumn{5}{|l|}{Current assets} \\
\hline C'astu and cash equivalents & \$ & 4,534,088 & \(\$\) & 11,961,414 \\
\hline Investments & & 34,116,299 & & 21,270,612 \\
\hline Pationt accounts receivable, net of contractual allowances & & 2,573,874 & & 2,392,659 \\
\hline Acorued interest receivable & & 169,813 & & 169,443 \\
\hline Other receivables & & 37,344 & & 107,220 \\
\hline lrepaid expenses and deposits & & 358,443 & & 468 \\
\hline Total current assets & & 41,789,861 & & \(34,901.816\) \\
\hline Propery and cepupment, net of acemmulated deprexiation and amortization & & 27,460,958 & & 27,413,840 \\
\hline 'lotal assots & \$ & 69,256,819 & \$ & 62,315,656 \\
\hline
\end{tabular}

\section*{Liabilities and Not Assets}
('urront liabilitics
Accounts payable
Purchasedtremed are payable
Acerued liabilities
Deferred revente
(iurent portion of long-term debr
Total curren liabilities
1 ong-term debl, less current porion
Total liabilities
\begin{tabular}{rrr}
554,912 & § & \(1,109,234\) \\
577,059 & & \(1,641,638\) \\
\(3,034,169\) & \(2,735,599\) \\
77,259 & & 77,259 \\
244,716 & & 236,419 \\
\hline \(4,488,115\) & \(5,890,149\) \\
50,035 & & 305,128 \\
\hline \(4,538,150\) & & \(6,195,277\)
\end{tabular}

Net assels
Lomestricted
Total hahilities and net assets
\begin{tabular}{rlll} 
& \(64,718,609\) \\
& & \(50,120,379\) \\
\hline
\end{tabular}

\footnotetext{
The accompanying notes are an integral part of these financial statements.
}

\section*{Winslow Indian Health Care Center, Inc. \\ Statements of Activities \\ For the Years Ended September 30,}


\title{
Winslow Indian Heahin Care Center, Inc. \\ Gtatements of Cash Wlows
}

For the Vears Euded September 30,


\section*{Winslow Indian Health Care Center, Inc. \\ statements of Cash Flows - continued \\ For the Years Ended September 30,}


\title{
Winslow Indian Health Care Center, luc. \\ Notes to the financial Statements \\ September 30, 2016 and 2015
}

\section*{1) Organization and Summary of Significant Accounting Policies}

\section*{Organization}

Winslow Indian Health Care Center, Inc. (WHCC) is a not-for-profit organization formed to promote health and total wellness in partnership with individuals and communities and is devoted to increasing aceess io quality, cost-effective health care, and fostering respect for all cultares and all peoples. 14 primarily earns revenues by providing outpatient and emergency care services, dental health services, mental heallh services, optomeny, physical therapy and other medical services to the residents in and around Winslow, Arizona.

A significant revenue source is the Indian Self-Determination and Edacation Assistance Act (JSDEAA), Public Law (P.L.) 93638 , Title V compact between WIHCC and the Indian Healh Service, U.S. Deparnent of Healh and Human Services. Approximately \(50 \%\) or WIHCC's fiseal year 2016 operating revenues were provided by the U.S. Deparment of Heallh and Human Services and \(50 \%\) wore provided by pationt service billing reimbursements. A significant change in these grant, contract, and reimbursement prograns wouk impact WIICC.

\section*{Basis of Presemation}

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Section 958-205, Not-Sor-Profil Entities - Presentation of Financial Statements. Under this section, WIHCC is required to repor information regarding its tinancial position and activities according to three elasses of net assets: unfestricted net assets, temporaty restricted net assets, and permanently restrieted net assets.
- Lincestricted ner cossets represent the portion of net assels of WHICC that are neither permanently restricted nor temporarily restricted by donor-imposed stipubations. Unrestricted net assets of WIHCC are subject es requirements of its ISDEAA Compact and Anuual Funding Agreements.
- Tomporarily restricterl met assets represent assets of WIHICC whose use is limited by donor-imposed stipulations that either expire by the passage of time or can be fulfilled by actions of WIHCC. When the stipulated time restriction ends or action is accomplishad, temporarily restricted net assets are reclassified to umestricted net assets and are reported in the statement of activities as net assets refeased from restrictions. WhilCC had no temporarily restricted net assets at Scptember 30, 2016 or 2015.
- Permancintly restricted net assets represent the part of net assets whose use by WHACC is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of WIHCC. WHICC had no pormanently restricted net assets at September 30, 2016 or 2015.

\title{
Winslow Indian Health Care Center, Inc.
}

Notes to the financial Statements
September 30, 2016 and 2015

\section*{1sc of Estimates}

Finameial statement preparation in confomity with aedounting principles geneally acepued in the United States of America requires management to make estimates and assumptions that afee the reponted amounts of assets and labilities and disclosure of contingent assets and liabilities at the innancial statement date and the reported amomes of reventes and expenses during the reporting period. Actual resals could differ from those estimates. Signilicant estimates included in WIll ('’s financial statements inchade
 self-insured health insurace liabihites. fumelomal expense allocations, and dejpeciation and amontivation expense.

\section*{Cons and (ash Equivalents}
 instraments with original matmities of thre months or less to be cash equivalents, which at times may exceed federally insured limits. WIIJC.'s deposits include checking and savings accounts held at a financial institution. At September 30, 2016, deposit batabes whed \(\$ 3, \$ 29,217\), of wheh \(\$ 809,603\) was insured hy the Federal Deposit Jnsurane ('onpoation (FDK'). At September 30, 2015, deposit halances waled \(85,253,203\), of

 in sach aceounts and believes it is not exposed to any significan eredit risk on its deposit batances.

\section*{Vel Patien Service Revenue}

Net patient service revomue is reported at the ceimated net realizable amennts fiom thirdpary payors and ohers for servies rendered. These revemes are bebed, in part, on cost rembursument principles and are subje do audit adel retrotelive adjustment by the respective that-pary liscal intemediates.


 upon historical collection information by paycr class. contractuat allowances ate dedueted from gross patient acconts reconabie in the aceompanying statement of fanancial pesition.


 its allowance for doubtulatomats based on manegement's estimate of historical write-
 genemal konvedge of comporition of recerables, knowledge of the industry and collewion čpectamons. Accombs are withen of as hat dehs based on individual eredit

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2016 and 2015
}
waluation and specific ciremstances of the accomat. Nanagement helieves that estimates made for contactual allowances and the allowance for doublful aceounts are adeyuate. Becatuse of the uncertanty regarding the utimate collectahility of patient service aceounts receivable, there is a possibility that amoments ultimately collected will materially difier from net patient service acounts receivable recorded in the accompraying statements of financial position.

\section*{Investments}

Whllec:s investments are in marketable secmites with readily demmable far values in active markets. All investments in matketable debt and equity securities are carried at Heir fair values in the statements of financial position. Unmealized gains and losses are inchuled in the change in net assets in the aecompanying statements of activities.

The fair value of investment secmities is the market value based on cuoted market prices, or market prices provided by recognized broker dealers. In detemining the appropriate valation levels, WhICC perfomed a detaled analysis of the assets and liabilites that are subject to FASB ASC Section 820, Fair Value Measurements and Disclosures. This section requires that assets and liabilities carried at fat value be classified in one of the following thece categries:

Inemed /: Quoted maket prices in active markets for identical assets and liabilities.
I.eve? 2: Observable market-based inputs or unobservable inputs that are corroborated by marke data.
leace 3: Unobservable inputs that are not corroborated by marke data.
While's invesments are the only assets or liabilities that are measured at far value on a rearring basis and are, therefore, subjeet io FASB ASC Section 820 . For the year ended September 30, 2016, the application of valuation techniques to investments has been consisten with previous years.

\section*{Prepaid Expenses and Deposits}

Certain payments to vendors represent costs applicable to future accounting periods and are recorded as a prepaid expense in the statements of financial position and expensed as the items are used. Prepaid expenses are made up of the following:
\begin{tabular}{|c|c|c|c|c|}
\hline & \multicolumn{2}{|r|}{2016} & \multicolumn{2}{|c|}{2015} \\
\hline Insurance & \$ & 122,443 & \$ & - \\
\hline Deposits & & - & & 468 \\
\hline Pharmaceuticals, medical and other supplies through prime vendor contraet with IHS & & 236,000 & & - \\
\hline Total prepaid expenses and deprosits & \$ & 358.443 & \(\$\) & 468 \\
\hline
\end{tabular}

\title{
Winslow Indian Health Care Center, Inc. Notes io the Financial Statements September 30, 2016 and 2015
}

\section*{Fair Value of financial hsiruments}

For financial statement pupeses, recejvables, acesunts payable, acerued liabilities and deht are considered finaneial instruments. WHICC estmates that the fair value of all tinamean instruments at September 30, 2016 and 2015, does nol differ materially from the aggregate carrying values of its finanesial insuments recorded in the accompanying statements of financial position either because of their short-tem nature or becatase interest rates on deby approximate curfen market rates.

\section*{Property and Equipment}

Property and equipment acquisilions in excess or \(\$ 5,000\) and all expenditeres for rencwals and betements that materially extend the usetul live of assets are capitalizol.

Propery and cquipment are comed at cost or if donated, at the appoximate fair rabe at bee date of donation. Depreciation and anorization is computed using the straight-line method over the assets" estimated useful lives ranging from 5 (6) 30 years. . Management has evaluated these ansets and helieves that oo imparment of long-lived assets exists as of September 30, 2016 and 2015.
(Hader the tems of the ISDEAA Compatand Anual Funding Agrement (AFA) with the Department of feath and Human Services, as described below, While has heen authorized to use the federally-owned real property comprising the facilities of \(\mathrm{W} / \mathrm{HCC}\) in onder a carry out its requirenents under the compatet. The wal property is held by the Navajo Area haclian Healla Service and tite of said property will be transferred to WhaCd during the sem of the compact, pending approval from the Thureatu of indian Abtims; therefore, Willec' rewoded this real propery at fair value at the incoption of the original Titlel connact. as described below, in the acempanying statements of financial position. Depreciation on these properties is computed using the straight-line method over the assens" estimated useful life of 25 to 30 years.

\section*{1SiDHA A Commact}

WhHCC enterd into an ISDEAA contrat wilh the Deparment of Healh and Human Services, Indian Healh Servie (HIS) tander litle I to assume the management and operation of programs, functions, serviees and ativities (PFSA) for the delivery of hedth care services to Native Ameriems. The term of his contact began on September 30. 2005, and ended on April 29, 2011. Effective April 30, 2011, WILIC" execuled anen



\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2016 and 2015
}

Whder litle V. WTHCC reccives annual hump-sum payments based on negotiations between IHS and WHICC., as provided in the AFA, for services provided during the annal contraci period. Under this AFA, WIILCC may provide health care services directly at facilities operated by WIHCC or by operating a purehased/reforred care progran as part of the AFA. The cost of providing these services to IHS-eligible bencficiaries approximates the funding received under the AFA over time.

Purchased/refored cate are serviees provided to If IS-cligible beneficiarics by private sector health care proviclers, such as hospitals and physicians, under contract with WIICC. Purchasedireferced care expense was approximately \(\$ 3.2\) million and \(\$ 5.2\) million in 2016 and 2015 , respuctively. WIIICC reported purchased/referred care payable, for estimated services provided by private sector health care providers but not yet paid by WJICC, of approximately \(\$ 0.6\) million and \(\$ 1.6\) million in the acoompanying statements of financial position as of September 30,2016 and 2015 , respectively. Because of the uncertanty regarding payments made to private sector heath care previders, there is a chance that amounts ultimately pad will materiatly differ fiom purchasedírefored care paybble recorded in the acoumpanying statements of financial position.

The Alin also includes a bubback agrement which details purehased services to be
 Act (IPA) agrements or commissionced ofieer assignments under memorandums of agrement (MOA) and recorded costs associated with these employeses as program services, which totaled \(\$ 3.3\) million and \(\$ 2.6\) million in 2016 and 2015 , respectively.

\section*{Elcetronic Health Records lncentive Rcimbursement}

The American Recovery and Reinvestment \(\Delta\) el of 2009 included provisions for implementing health infomation technology under the Health mformaion Technology for Economic and Clinical Health Act (IITECH). These provisions were designed to increase the use of electronic bealth records (EHR) technology and establish the requirements for a Medicare and Medicaid incentive payments program beginning in 2011 for eligible hospitals and providers that adopt and meaningfully use certified EHR techonology. Eligibility for anmual Medicare incentive patyments is dependent on providurs demonsuating meaningful use or EHR lechaology in cach period over a four-ycar period. Intiad Medicaid incentive payments are available to providers that adopt, implement or upgrade certified EHR technology; but providers must demonstrake meaningful use of such technology in subsequent years to qualify for additional ineentive payment.s. Medicaid EHR incentive payments are fully funded by the federal govermment and administered by the states; however, the states are not required to offer EHR incentive payments to providers.

\title{
Winslow Indian Health Care Center, Ine. \\ Votes to the Financial Satements \\ September 30, 2016 and 2015
}

WHFC recognized approximately \(\$ 17,000\) and \(\$ 246,000\) during the years ended
 incentives from Medicaid related to certan of WII ICC's emplos ed physicians that have demonstrated meaningful usc of cortified Ithe lechnology or hate completed athestations (o) their adoption or inplementation of certitied ElHR technologs. These incentive reimbursements are presented as a protion net patient service fevenuc in the acompanying statements of activitios and are subject to audit by the federal govemment or its designes. At September 30,2016 and 2015 . WHOC was mot due money under this program.

\section*{Iuncional bxpense Allocation}

The costs to oferate various programs and other activities have been summariged on a functional hasis in the statememts of ativities. Aceordingly, certain costs hate been allocated among the program services benofifed. Management and general expenses include those expenses that are now direetly identifiable with any oblher specific fanction but provide for the overall suppor and direction of WIHCC.

\section*{Tav Stalus}

WhFCC is exempa fiom state and federal ineome taxes on related ineome under Section 501 (a) of the latemal Revente (ode as an organazation described in section \(501(c)(3)\). WhaCC is chasifled as other than a private fomblation. Accounting principles generally
 WIHCC does bot belicie any steh pusitions exist at September 30,2016 or 2015 . that
 applicable, is th dassify interest and penalies. il amy, as miscellaneous expense. WIFCC belious it is mo lonser subject fo tax examinations for years prior to 2012.

\section*{Subsequent Eients}

Subsequent events through May 3, 2017, the date whel the fonancial staments were avalable so be isstad, were evaluated for recognition and disclosure in the September 30, 2016 , Financial statements.

\section*{2) Met Patient Serviee Revenue}
 ditionent fom its established rates. Payment arangements inchade prospedis dy determined rates per discharew, rimbursed costs, discounted charges, and per diem payments. Net pation servied revenue is reported at the estimated ne reationble amounts
 atinstanins ander rembursemem agrements with hird-party payors.

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2016 and 2015
}

A summary of payment arangements with major third party payors follows:
Medicarc Servies rendered to Medicare program bencticiaries are paid at prospectively detemined rates per discharge or per visit.

Medicuid Services rendered to Medicaid program bencficiaries are pad at prospectively determined rates per day (per diem) or per visit. Payment for outpatient serviees is based upon a per diem or per visit rate negoliated between IHS and the U.S. Otlice of Management and Budget (OMB).

Periodic rate adjusments are made, sometines resulting in retroactive settlements. Retroactive adjustments are acerued on an estimated basis in the period the rolated services are rendered and adjusted in future periods as more infomation is available 10 improve estimates or dimal settlements are determined. Based on infomation existing at September 30,2016 and 2015, no material retroactive settements were anticipated; therefore, no estimated settements were acerned at September 30,2016 or 2015.

Lats and regukatons goveming the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a rasomable possijhility that reonted estimates witl change by a material amount in the near torm. Estimates ate continually monitored and reviewed, and as settements are made or more information is avalable to saprose estmates, differences are refleded in current operations.
 commereial insurance camiers. The basis for payment to Wh \({ }^{\circ}{ }^{\circ} \mathrm{C}\) ander these agrements inchades prospectively detemined rates per discharge, diseounts foom estiolished charges and prospectively determined daily ratos.

\section*{3) Investments}

Investments at fair value at September 30 are ats follows:
\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{} & \multicolumn{8}{|c|}{2016} \\
\hline & \multicolumn{2}{|r|}{Cost} & \multicolumn{2}{|r|}{Gross Unrealined Gains} & \multicolumn{2}{|r|}{\begin{tabular}{l}
Gross \\
Uurealized Losses
\end{tabular}} & \multicolumn{2}{|r|}{Fair V'alue} \\
\hline Moncy markel mutual finds & \$ & 10,959,779 & S & 351,799 & \$ & - & \$ & 11,311,578 \\
\hline U.S. govemment agency securitics & & 2,016,945 & & 816 & & - & & 2,017,761 \\
\hline Compomate bounds & & 20,771,289 & & - & & 15,671 & & 20,786,960 \\
\hline & 5 & 33,748,013 & \$ & 352,615 & 5 & 15,671 & \$ & 34,116,299 \\
\hline
\end{tabular}

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2016 and 2015
}

Moncy mamed mutual tumds
U.S. govarment agency securitios Comporate bouds.
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline \multicolumn{8}{|c|}{2015} \\
\hline \multicolumn{2}{|r|}{Cast} & \multicolumn{2}{|r|}{Gross Unrealized Gains} & \multicolumn{2}{|r|}{Gross Unreatived Losies} & \multicolumn{2}{|r|}{Fair Value} \\
\hline \$ & 6,562,154 & \$ & 194,873 & \$ & - & \$ & 6,757,027 \\
\hline & 1,904,109 & & 351 & & - & & 1,904,460 \\
\hline & 12,612,315 & & - & & (3,100) & & 12,609,125 \\
\hline 5 & 21,078,578 & 5 & 195,224 & \$ & \((3,190)\) & \$ & 21,270,612 \\
\hline
\end{tabular}

The fan value of the WIHCC's marketable securities that are measured on a recuring basis as of September 30 are as follows:
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{} & \multicolumn{6}{|c|}{2016} \\
\hline & \multicolumn{2}{|r|}{level 1} & \multicolumn{2}{|r|}{Level 2} & \multicolumn{2}{|r|}{Total} \\
\hline Moncy market mutual funds & \$ & - & \$ & 11,311,578 & \$ & 11,311,578 \\
\hline U.S. govermment agency scourities & & 2,017,761 & & - & & 2,017,761 \\
\hline \multirow[t]{4}{*}{Corporate bonds} & & 20,786,960 & & - & & 20,786,960 \\
\hline & \(\$\) & 22,804,721 & S & 11,311,578 & 5 & 34,116,299 \\
\hline & \multicolumn{6}{|c|}{2015} \\
\hline & \multicolumn{2}{|r|}{Level} & \multicolumn{2}{|r|}{Level 2} & \multicolumn{2}{|r|}{Total} \\
\hline Money market mutaal funds & \$ & - & \(\$\) & 6,757,027 & \$ & 6,757,027 \\
\hline U.S. govermment agency securities & & 1,904,460 & & - & & 1,904,460 \\
\hline Corporate bonds & & 12,609,125 & & - & & 12,609,125 \\
\hline & S & 14,513,585 & 8 & 6,757,027 & 5 & 21,270,612 \\
\hline
\end{tabular}

\section*{Winslow Indian Health Care Center, Inc. \\ Notes to the Tinancial Statements \\ September 30, 2016 and 2015}

\section*{4) Property and Equipment}

Propenty and equipnient consisted of the following an September 30 .


\section*{5) Accrued Liabilities}

Accrued liabilities consist of the following at Scptember 30 :
\begin{tabular}{|c|c|c|c|c|}
\hline & \multicolumn{2}{|r|}{2016} & \multicolumn{2}{|r|}{2015} \\
\hline Salaries and wages & S & 1,023,498 & 8 & 808,549 \\
\hline Paid time off and other leave & & 1,547,651 & & 1,302,678 \\
\hline Self-iusured health insurance liabilities & & 247,336 & & 568,200 \\
\hline IPA/MOA costs & & 146,467 & & - \\
\hline Payroll taxes and onter employee henelis & & 69.217 & & 56,172 \\
\hline & s & 3,034,169 & \$ & 2,735,599 \\
\hline
\end{tabular}

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial Statements \\ September 30, 2016 and 2015
}

\section*{6) Long-Tcrm Debt}

Whicc:s long-tem debt consisted of the following at Septenther 30:
\begin{tabular}{|c|c|c|}
\hline & 2016 & 2015 \\
\hline \multicolumn{3}{|l|}{Arizona State Cralit Union nom-revoling line of eredit with on availability period ending on} \\
\hline \multicolumn{3}{|l|}{Nonember 20, 2014, comerted to a thre year amontized kom at that date, seeured by an interest} \\
\hline \multicolumn{3}{|l|}{bearing deposit atcoum with the lender and a right} \\
\hline possession, principal and interest payable in 36 monthly installments of 859,270 beginning & & \\
\hline December 20, 2014. interes at a fixed rate of & & \\
\hline 4.25\%. & - 294,751 & \(5 \quad 541.547\) \\
\hline 'Tolat long-term debt & 294,751 & 541,547 \\
\hline 1 ess cument portion & 244,716 & 236.419 \\
\hline l.ong-term deht, less current portion & \(5 \quad 50.035\) & 305,128 \\
\hline
\end{tabular}

The mon-revolving line of eredit above was issued in comection with the construction of a new Medical Office Buiding. Additionally, WIIfCC is required to comply with various covenants for this non-revolving line of credit, including timely submital of finturial information and mantenameo of wotain finamial ratios. As of September 30, 2016, management believes WhIC: was in compliance with all covenants.

Reguired principal payments on tong-term deb are as follows:
\begin{tabular}{ll} 
Your encling September 30, \\
2017 \\
2018 & \(\$ \quad 244,716\) \\
Total & \(\$ \quad 50,03,5\) \\
\hline
\end{tabular}

\title{
Winslow Indian Health Care Center, Inc. \\ Votes to the Financial Statements \\ September 30, 2016 and 2015
}

\section*{7) Operating leases}

Whlle has noncancelahle operating leases primarily for buildings. Future minimum lease payments under the leases at September 30, 2016, are as follows:
\begin{tabular}{lrr} 
Year ending September 30, \\
2017 & & \\
2018 & \(\$\) & 196,606 \\
2019 & & 107,118 \\
2020 & 76,670 \\
2021 & 39,537 \\
& & \\
\hline Tonl minimum lease payments & & \\
\end{tabular}

Total rental expense under operaing leancs was approximately \(\$ 278,000\) and \(\$ 219,000 \mathrm{in}\) 2016 and 2015, respectively.

\section*{8) Retirement Plam}

Effective January 1. 2007, WhlC estahlished a \(401(k)\) Profit Sharing Plan. The plan covers substantally all employees and allows employee contributions. Whrle e. makes matching contributions equal to the sum of \(100 \%\) of the amome of cach employeces salary reduction not to exceed \(4 \%\) or the employeces compensation. These amounts are \(100 \%\) vested. In addition, WIHCC is able to make a nonclective discretionary contribution which, if made, will vest after three years of service. The plan is administered by an umelated party. During the years ended September 30.2016 and 2015. WIIICC made combined (matching and discretionary) contributions of approximately \(\$ 1,458,000\) and \(\$ 1,367,000\), respectively.

\section*{9) Contingencies}

Llealheare Regulatory Enviromment
The healtheare industry is subjeet to laws and regulations of federal, state and local govemments. These laws and regulations include, but are not limited to. mallers such as licensure, acereditation, govermment healtheare program participation requirements, rembursement for patient serviecs and Medicare and Medicaid fratd and abuse. Recently, government activity has inereased with respect to investigations and allegations coneming possible violations of frat and abose statutes and regulations by healehare

\title{
Winslow Indian Health Care Center, Inc. Notes to the Financial Statements September 30, 2016 and 2015
}
providers. Violations of thes laws and reghations could result in expulsion from government healheare prograns, the imposition of significant fines and penatics and signifiem repayments for patient servies previously billed.

Management believes that WHCC' is in compliance with applicable goverment laws and regulations. Compliance with such laws and regulations coin be subjeet to future government revew and interpetation as well a regulatory acions unkown or unasented at this time.

The Fleath Insurance Portability and Acembability Aut (IHPAA) was enacted to assure health insurance portability, guarantee security and privacy of health information, enfore standards for health infomation and establish adminismative simplifieation provisions.
 Act, several of the 1 IIPAA scentity and privacy reguirements have been expanded, including business associates being subject to civil and criminal penalties and enforcement procedings for viohations of IHPAA. Management believes that WHCC is in compliane with all applicable provisions of HIPAA and IHTECH.

\section*{Grants and Contracts}
(irants and comtacts require the fulfilment of certain conditions as set forth in the terms of the agrements, and are subject to audit by the grantor. Failure to comply with the conditions of the agrements could result in the retum of funds to the gantor. Management befieves that it has complied with the conditions of its grants and contracis and no signilican liability, if any, would result from an andia.

\section*{Liligution}

WIHC \((\) is al times a party to chams and lawsuits arising in the ordinary course of business for which the organation purchases compremasive gencral linbility insurance. Also, as pat of the self-gevernance compact with the Deparmana of llealth and Humen Servecs, medical malpractice clams are covered under the Federal Tort Claims Act. As a restult, clams made against WIFTC would be defended hy the United States Atomey General. Managemen believes, based upon consulation with legal counsel that chams, if any, will net hate a material adrese effer on the financial statements, and has not reorded a legal loss acerual as of sepmemer 30, 2016 or 2015.

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Financial statements \\ September 30, 2016 and 2015
}

\section*{10) Concentrations of Credit Risk}

The mix of gross patient service tevente from thirel-party payers was as follows at September 30:
\begin{tabular}{|c|c|c|}
\hline & 2016 & 2015 \\
\hline Meclicaid & \(75 \%\) & 74\% \\
\hline Medicate & 14 & 14 \\
\hline Other third-parts paycrs & 11 & 12 \\
\hline & 100\% & 100\% \\
\hline
\end{tabular}

\section*{11) Subsequent Event}

In April 2017, Whinc entered into a Consutuction Projeet Agreement (the "Agreement") whith ill, under Tille \(V\) of the ISDBAA, for the design of the new Dilkon Health Center.
 expeeled to cover the arehitectural and engineering design, as well as all site work design, of the new Dilkon lleald Center. However, no construction services are inchaded in the Agrement unless added through modifieation to the Agreement. Project design activitios are anticipated to begin in May 2017 and be compteted by April 2019.

\title{
Winslow Indian Health Care Center, Inc. \\ Schedule of Functional Expenses \\ For the Years Ended September 30, 2016 and 2015
}
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline & \multicolumn{2}{|r|}{Medicas l'ogram Services} & \multicolumn{2}{|r|}{Mamagement and Genemal} & \multicolumn{2}{|l|}{\begin{tabular}{l}
Trutal \\
Program and Support Servies
\end{tabular}} \\
\hline \multicolumn{7}{|l|}{\multirow[t]{2}{*}{lexponses incurred for the year ented Seplember 30. 2016}} \\
\hline & & & & & & \\
\hline Subries and bencfits & \$ & 22,648,971 & 5 & 8,263,692 & S & 30,912,663 \\
\hline Purchas drufered eate & & 3,211,820 & & - & & 3,211,5211 \\
\hline Supplics & & 4,731,025 & & 450,247 & & 5,181,272 \\
\hline Jrofersional fers & & 1,548,983 & & 1,938,854 & & 3,-187,8.37 \\
\hline Contantual services & & 3,32-1,167 & & 62,323 & & 3,386,490 \\
\hline [PMMOA & & 2,954,779 & & 372,597 & & 3,327,376 \\
\hline Jepreciation mat anmerization & & 1,720,281 & & 191,142 & & 1,911,42.3 \\
\hline 1:quijment & & 220,249 & & 31,265 & & 251.514 \\
\hline Trateland taming & & 273,055 & & 297,899 & & 570,954 \\
\hline Rent & & 519,457 & & 57,718 & & 577,175 \\
\hline Unilimes & & 326,326 & & 36,258 & & 362,584 \\
\hline Hes & & 110,118 & & 227,093 & & 337,211 \\
\hline Miscertaneots & & 50,914 & & 157,46.5 & & 208,379 \\
\hline Insumasce & & 118,192 & & 13,133 & & 1,31,325 \\
\hline Stipend & & - & & 68,247 & & 68,247 \\
\hline Communication & & 9,769 & & 65,231 & & 75,000 \\
\hline \multirow[t]{2}{*}{Repaiss amidmanatamace} & & 145,214 & & 16,135 & & 161,349 \\
\hline & \(\underline{\$}\) & 41,913,320 & \$ & 12.2.49.299 & 5 & 5.7, 162,619 \\
\hline \multicolumn{7}{|l|}{Jepenses incurned for the yar ended} \\
\hline \multicolumn{7}{|l|}{Soptomber 30, 2015} \\
\hline Salaris and henetita & \(s\) & \(2(0,620,497\) & S & 7.54 .5443 & \(\$\) & 2\%.1659\% 0 \\
\hline  & & \(5,173.750\) & & - & & 5.173 .756 \\
\hline Supplies & & 4,499,853 & & 601.635 & & 5,101,488 \\
\hline Prufessomal fees & & 1,660, ,457 & & 1:933,19:) & & 3.593,647 \\
\hline Contractua services & & 2.30 .10 .663 & & 465,342 & & 2,773,505 \\
\hline Trsmon & & \(2,543,686\) & & 48,280 & & 2,591,966 \\
\hline Degrectaion and ammamation & & 1,6.35,482 & & 181,720 & & 1,817,202 \\
\hline Lequipment & & 241,231 & & 547,057 & & 788.288 \\
\hline fratel mad caining & & 220,800 & & 249,562 & & 470.362 \\
\hline Rem & & 387.111 & & 43,012 & & 430,123 \\
\hline |hitities & & 332.338 & & 36.926 & & 369.264 \\
\hline fees & & 4.3 .796 & & 202869 & & 206.165 \\
\hline Abiscelbaters & & 6S:677 & & 118,932 & & 187.609 \\
\hline Insamaze & & 90,648 & & 11.972 & & 110,720 \\
\hline Stipends & & - & & 98,345 & & 98,34,5 \\
\hline Commmication & & 8.885 & & 73,051 & & 81.936 \\
\hline Repribs andmaimerame: & & 6, 61.410 & & 7.379 & & 73, 7 ¢9 \\
\hline & S & \(39.936,790\) & 5 & 12.167 .315 & 8 & 52.124 .105 \\
\hline
\end{tabular}

\section*{Winslow Indian Health Care Center, Inc.}

Schedule of Expenditures of Federal Awards
For the Xear Ended September 30, 2016
\begin{tabular}{|c|c|c|c|}
\hline Smant / ]rogram Titje & Crant/Comtract Period & \begin{tabular}{l}
Federal \\
(HDA \\
Number
\end{tabular} & Grant Expenditures \\
\hline \multicolumn{4}{|l|}{Depariment of llealth and lluman Services} \\
\hline \multicolumn{4}{|l|}{Direct Awards} \\
\hline Tribal Sell-Govemance Program & & & \\
\hline Ammal Funding Agreenemt & FYI: 9/30:16 & 03.210 & \$ 30,343, 770 \\
\hline Methampletamine and Suside & & & \\
\hline Prevention lnitiave (MSPI) & JY1: \(9 / 30 / 16\) & 93.933 & 161,320 \\
\hline Special Diathetes Program for Indians & 1:YE 9:30/16 & 93.237 & 400,049 \\
\hline Total expenditures of federal anards & & & \(3 \quad 30,905,148\) \\
\hline
\end{tabular}

The atcompanying motes are an integral jurt of this sehedule of expenditures of federal awards.

\title{
Winslow Indian Health Care Center, Inc. \\ Notes to the Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2016
}

\section*{1) Basis of Presentation}

\section*{Basis of Presentation}

The acempanying schedule of expenditures of federal awards (SEFA ) includes the federal avard activity of Winslow Indian Healh Care (enter, Ine. (Wille ('). Whit ("s reporting entity is defined in Note 1 to WIICCOs financial statements. The information in this SBFA is presented in acoordane with the reguinments of Title 2 U.S. Cocte of Fuderal Regulutions (ClR) Part 200, Uniform Adhumistrative Requiremonts, Cost Primciphes, and Audit Requircoments for Federel Awords (Unifum Guidance). Becumse the SEFA presents only a selected portion of the operations of WIHCC, it is not intended to and dees not present the thancial position, change in net assets, or cash flows of Willec.

\section*{2) Smmary of Significant Accomnting Policies}

Basis of Acommang
Expenditures reported on the SEBA are repored using the modified acorual basis of aceounting. Such expenditures are recognized following the cost principles contaned in the binifom Guidance, wheren cenain types of expenditures are not allowable or are limited as to rembursement.

Other Diren Rejmbursements
WHCC receives certain direct rembursement wente from federal agencies under the Medicare adad Medicaid programs, which are no subjed to the requirements of the Uniform Cuidance.

\section*{Indirect Cosi Rate}

WhICC negotiates an indixet cost rate with the federal goterment. Accordingly. WhICC' has elected not to use the wen pereent de mimimis indiree east rate allowed under the Uniform Guidance.

\section*{3) Subrecipients}

Wance did mes provide any federal awards to subrecipents daring liscal your 2016.

\section*{Winslow Indian Healih Care Center, Inc.}

Notes to the Schedule of Expenditures of Jederal Awards - continued For the Year Ended September 30, 2016

\section*{4) Relationship to WIIICC Financial Statements}

Federal award program expenditures by WIHCC are presented in the 2016 statement of activities as follows:
\begin{tabular}{|c|c|c|c|c|c|}
\hline & Schedule of Expenditures of Federal Awards & & sand ts & & tatement of Activities Total \\
\hline Contrects and grant revente & \$ 30,905,148 & \$ & 6.753 & \$ & 30.911 .901 \\
\hline
\end{tabular}

\title{
Independent Auditor`s Report on Internal Control Over linancial Reporting and on ('ompliance and Other Matters Based on an Audit of Financial Statements P'erfomed in Accordance With Governme'n Auditing Stamlards
}

\author{
Board of Directors \\ Winsfon hadian Ilallh ('are ('enter, Ince.
}
 States of America and the standards applicable to financial audits contained in forvermatht - fuditing. Shamedede issued by the Comptroller (iencral of the United States, the financial statements of Winslow lndian Health ('are ('enter, Inc. (WVIIC(. a non-prolit organizalion), which comprise the statement of financial pusition as of September 30, 20) 6 , and the related statements of adivites and eash foos for the year then ended, and the related notes to the [imancial statements. and have issad our report theren dated May ? 2017.

\section*{Internal Conirol Over Financial Reporting}

In phaming and performing our audit of the financial statements, we considered W'lle" "s internal combol orer finamesal reporing (intemal contol) to determine the atolit procedures that are appoprate in the ciremastances for the purposic of expersing our opinion on the finameial statements, but mot for the purpose of expressing an opimion on the eftectivencss of whllo \({ }^{\circ}\).s
 internal control.
 management or employecs. in the momal couse of performing their assigned fanctions, to
 deficiency or a combination of deticienties in intemal contol, such that the is a reasomable posibility that a material mistatement of the entitys financial statements will not be prevented, or delected and corrected, on a timely basis. A signifiedn defirionce is a delicicmey, or a
 important enough to merit atlention by those chated with gorername.


Our consideration of intemal control was for the limited purpose deseribed 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 deliciencies. Given these limitations, during our andit we did not jelentify any deficiencies in intemal control that we consider to be material weaknesses.
However, material weakness may exist that have mot been iclentified.

\section*{Compliance and Other Natters}

As part of obtaining reasonable assurance about whether WIHCC's financial statements are free from material misstatement, we perfomed tests of its compliance with certain provisions of laws. regutations, contrates, and grant agreements, noncompliance with which could have a direct and material cffee on the cletemination of finameial statoment 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 noneompliance or other maters that are required to be reported ander Gexrament Auditing Sifanderds.

\section*{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 resthts of that testing, and not to provide an opinion on the effectiveness of WHICC's internal control or on compliance. This report is an integral part of an audit performed in accordance with (ionermmonh Anditing Standards in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.


Abbughergue, New Mexica
May 3, 2017
\(\because \because \quad \therefore \quad \therefore \quad \because \quad, \quad \therefore: \quad\).

\title{
Independent Auditor's Report on C'ompliance for Each Major Program and on Internal C'ontrol Over Compliance Required by the Uniform (inidance
}

Hoard of jircetors


\section*{Report on Compliance for liach Major Federal Program}


 September 30, 2016. WIHC' \({ }^{\circ} \mathrm{s}\) major federal programs are identilied in the summary of anditors results scetion of the acempanying sehedale of findings and questioned eosts.

\section*{Whanagement's Responsibility}

Management is responsible for compliance with the requirements of laws, regulations. contats. and erants applicable to jus lederal programs.

\section*{1/thitor's Respomsihility}
()ur responsibility is to expmess an upinion on compliance for tach of what ("s major federal programs bated on our audit of the lypes of compliance requirements refered to above. We comducted our andit of compliance in aceordance with ataditing stamdards gencrally acepted in the United States of America: the standards appleable to financial audits contained in


 (inidance). Those standards and the Uniform (iudanee require that we plan and perform the atadit bobain reasomable assumane about wether moneomplane with the types of compliance reguirments refored to abose that could hase a dired and material effed on a major fedeal
 compliance with those requirments and perfominge such other procedures as we comsidered accessary in the circomstances.

W'a bellave that our atudit pros ides a reasomable hasis for our opinion on complance for eath
 compliance


\section*{Opinion on Each Major Federal Progran}

In our opinion, WHICC complied, in all material respects, with the types of compliance requirements referred to above that could bave a dired and material cffed on each of its majo: Federal programs for the year ended September 30, 2016.

\section*{Other Matters}

The results of our auditing procedures disclosed an instance of noncompliance, which is requited to be reported in aceordance with the Uniform Guidanee and which is descrithed in the accompanying schedule of fundings and questioned costs as item \(2016-001\). Our opinion on cach majn federal program is not modified with respeet to this matter.

WHCC's response to the noncompliance finding identified in our andit is described in the accompanying suthedule of lindings and ghestioned costs. Whlle.'s response was not subjected to the auditing procedures applied in the audit of compliance and, aceordingly, we express no opinion on the response.

\section*{Report on Internal Control Over Compliance}

Aanagement of WHCC is responsible for establishing and maintaining effective internal control ore compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we consideral WHICCO's internal comtrol over compliance with the types of requirements that could have a direet and material effect on each major federal program to detemine the atiting procedurs 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 Guidanee, but not for the purpose of expressing an upinion on the effectiveness of internal contol over compliance. Accordingly, we do not express an upimion on the effectiveness of WlltC("s intemal control wer compliance.

A deficioncy in internal control orer complanee exists when the design or operation of a control over compliance does not atlow managemen or employess, in the normal course of performing their assigned functions, to provent, or detect and corred, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weaknexs in imeonal controp oper compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noneompliance with a type of compliance reguirement of a federal program will uot be prevented, or detected and correcied, on a timely basis. A siynificun de/ficiency in internal control orer compliance is a deticiency, or a combination of deficioncies, in internal control over compliance with a type of compliance reguirement of a federat program that is less severe than a material weakness in internat control over compliance, yet important enough in merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in ilie first paragraph of this section and was no designed to identify all defteiencies in internal control over compliance that migh be material weaknesses or significant deticiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over complame that we consider to be material weaknesses. However, we identified a certain dediciency in internal control over consplianco, as described in the accompanying sonedule of findings and questioned costs as items 2016(0) 0 , that we consider to be a significant deficiency.

Whace en response to the intemal contof over complance finding identifed in our andit is deseribed in the accompanying schedule of hadings and questioned eosts. WhHCOs esponise was not subjected to the auditing procedures applied in the audit of eompliance and, aceordingls we express no opinion on the response.

The purpose of this repori on intemal control oxer complince is sulely to describe the seope of our testing of intermal control over compliance and the results of that lesting bised on the fequirements of the Unifum Gudance. Accordingly, this report is not sutable for any other purpose.


Albuguerque, New Mexicu May 3, 2017
Winslow Indian Health Care Center, Inc.
Sclacdule of Findings and Questioned Costs For the Year Ended September 30, 2016
Section I - Summary of Auditor"s Results
Financial Statements
Type of anditors repor issued: ..... Unnodified
Intemal commol over finameial reporing:
Material weaknesses identified? ..... No
Significant defieiencies identified? None repored
入oncompliance material to funcial statements noted? ..... No
r'ederal durards
Thpe of mulitore seport jesued on complance
for majow programs: Unmodified
Internal control over magor programs:
Material weaknesses identificl? ..... No
Signifiem deficiencies identified? ..... Yes
Any audit findings diselosed that are required
whe reported in accordance with 2 CFR 200.516 (at)? ..... Yos

\title{
Winslow Indian Health Care Center, Inc. Sehedule of Findings and Questioned Cosis - continued Fur the Year Ended September 30, 2016
}
Scction I -- Summary of Auditor's Results --- continued
Klentification of major programs:
CFIOA Number ..... 93.211)

Name of Jederal Prowam
Tribat Self-Governane Program
Dollar threshold used to distinguish betwesi 1ype A and typel3 programs: \(\quad \$ 927,1.54\)
Auditee yunlificel as low-risk audites? Yes

\title{
Winslow Indian Health Care Center, Inc.
}
schedule of Findiugs and Questioned (iosts - continued
For the Year Euded September 30, 2016

\section*{Section 11 - Pinancial Statement Findings}

None.

\title{
Winslow Indian Health Care Center, Inc. \\ Schedute of lindings and Questioned Costs - continued For the Y'ear Ended Seprember 30, 2016
}

\section*{Section III - Federal Awards Findings}

\section*{2016-001 - Procurement}
```

Fcolval programinformatron.
Funding agency:
Tite:
(IFDA number:
Award period:

```
W.S. Depatment of Healh and lluman Serices

Tribal Self-Governance Progran 9)3.210
10.012015-(0)/30/2016

C'ricria: Requirements for prourement are contaned in the 2 C 7 R 200.318 Cieneral Procurement Standards. Procurement manacifons should be eonducted in a manner providing full and open compedition in acordane wih WhWC procuremen policies and procedures. WhIC "'s procurement poticy requires the evaluation of Request for Proposals (RIP) for purchase of all items and services estimated to cost \(\$ 50.000 \mathrm{~cm}\) more where char specifications are availahle for comparative products or services.

Cidadition: Wlll ICC parchased equipment exceding \(\$ 50,000\) from me vendor during liseal year 2016 without the issuance of an RFP for this equipment.

Qinstimned ('ast: Nione
 2016.

Conse: Controls docmented in WhICC's procurement policies and procedures are not heing followeri.

Sffere: WHCCC is not in compliance with its procurement policies and procedures and the general prowements standards in 2 (SR 2 2f0.318.
 procedures to ensure that all purchases comply with federal requiremens. WIII \({ }^{\circ} \mathrm{C}\) migh also consider trainging individuals involved in the procurement of items and services to ensure that all federal and Whte © reguirements are mel when prouring items or services

Manugencra's Respomser: Management is aware of the federal requirements for purbases orer S50.000). Weare in the proces of placing safeguads in our purchasing system (Orache) that will not allow purdates of \(\$ 50,000\) or more if an RBP has nom been advertised for services. and multiple quetes obtiained if for equipment.

\title{
Winslow Indian Health Care Center, Inc. \\ Single Andit Corrective Action Plan For the Year Euded September 30, 2016
}
\begin{tabular}{|c|c|c|c|}
\hline \begin{tabular}{l}
Audit \\
Finding
\end{tabular} & Corrective Action Plam & Person Respousible & Estimated Completion Datc \\
\hline 2016-001 & See management response in the selhedule of findings and guestioned costs & (iencral Services Supervisor & July 1, 2017 \\
\hline
\end{tabular}

\title{
Winslow Indian Health Care Center, Inc.
}

Summary Sehedule of Prior-Year Audit Findings For the Jear Ended September 30, 2016
\begin{tabular}{|c|c|c|}
\hline \begin{tabular}{l}
Prior-Year \\
Number
\end{tabular} & Description & Current Status \\
\hline 2015-001 & Financial Statement Adjustments & Resolved \\
\hline \(2015-002\) & Proctroment & Inresolved: See finding
\[
2016-001
\] \\
\hline
\end{tabular}

CERTIFICATE OF MEDICAL HOME ACCREDITATION

\section*{Winslow Indian Health Care Center \\ 500 N. Indiana Avenue \\ WinsLow, AZ 86047-2169}



ASSOCIATION MEMBERS
Jmmediate Past Bonrd Cfiair
 Amertcan Academy of Jacual Pdustic and'teconstructure Surgery American Mssocintion of Oral and Maxillofacial Surgeovs



Z 5250 OLD ORCHARD ROAD. SUITE 200 - SKONTE. IL \(600^{-}\)


\section*{ACCREDIAATION}

ASSOCIATION


\section*{grautsitic}

CERTIFICATE OF MEDICAL HOME ACCREDITATION

\section*{Winslow Indlan Health Care Center}

\section*{Dlikon Health Center}

Highway 60, Dilcon School Campus
Winslow, AZ 86047




ASSOCIATION MEMBERS
 American Academy of Facinl Pfostic and Tweonstructiva Surgery Jherican Association of Oral anf Maxifofacial Surgeons



\[
\text { A s250 OLD ORCHIARD ROAD, SUITE } 200 \cdot \text { SKOKIE, IL } 60077
\]

PHONE BK7853.606n - E-MAIL: INFOGAAAHCORG - WEB SITE WNWW_WHHC.ORG
ACCREDTAT:ON
ASSOCLATION
-

\section*{gremes 沮:}
CERTIFICATE OR MEDICAL HOME ACCREDITATION

\section*{Winslow Indlan Health Care Center \\ Leupp Health Center \\ Highway 15/Leupp Schools Road \\ Leupp, AZ 86035}



ASSOCIATION MEMBERS




- 5250 OLD ORCHAND ROAD, SUITE \(200 \cdot\) SKOKie, IL 600 -


\section*{accreditation}

ASSOCIATION
- for амвицитоиу неагтн саre, inc.

\section*{1527 N. Park Drve} WinsLow, AZ 86047
In recognition of its commitment to higf quality of care and substantial comppiance
witf the Accreditation Association for Ambulatory Heratth Care standards for antbulatory fealff care organizations. nons.


ASSOCLATION MEMBES

Organuzation Jofentification sumber

\section*{Cfiatr of the montof}


1
Kennet





8 5250 OLD ORCHARD ROAD, SUITE 200 - SKOKE, IL 69077
PHONE \(847 / 853.6060\) - E.MNL INFORMAHCORG - WEB STE WWWHAHCORG

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Winslow Indian Health Care Center
Attn: Michael Papez, MD
Attn: Minnie Tsingine
500 North Indiana Avenue
Winslow, AZ 86047

COLAID: 14281
12/15/17
Dear Laboratory Director and Staff:
Congratulations! You have been selected as a recipient of the COLA Laboratory Excellence Award as a result of your recent survey on 12/12/2017.

This award signifies your laboratory's commitment to performing quality patient testing and overall laboratory practices. The Laboratory Excellence Award is achieved by those COLA laboratories that are fourd to be compliant with all COLA essential and required criteria at the time of their on-site survey. In addition, award recipients must have demonstrated successful proficiency lesting for the prior three testing events and have no substantiated complaints ayainst the laboratory.

Please proudly display this plaque in your laboratory or waiting room so that your patients will be aware of the quality work you are performing to ensure accurate and reliable test results.

As always, we are here to answer any of your technical, regulatory, or operational questions. Please call COLA at 800-981-9883 or visit our wel site at www.cola.org if we can assist you in any way.

Sincerely,

Richard S. Eisenstaedt, MD, FACP
American College of Physicians (ACP) Chair, COLA Board of Directors

\section*{PRESS RELEASE FOR COLA PARTICIPANTS}

> Many physicians, laboratory directors, and laboratory staff want to let the public know about their success in achieving accreditation from COLA. In addition, many local newspapers are interested in running "good news" items about local residents and businesses, and many radio stations offer "community bulletin boards" which feature local events and announcements.

If you wish to publicize your laboratory's success, the enclosed release is one way of letting your community know about your cominitment to quality.

How to Use the Press Release Shown Below.
Submit the press release on your own letterhead and send copies to your local papers.

GOOD NEWS!
LOCAL --[PHYSICIAN/LABORATORY]-- RECOGNIZED

\section*{FOR QUALITY LABORATORY SERVICES}
---[Name of physician/laboratory]-- has met all criteria for Laboratory Accreclitation by COLA, a national healthcare accreditation organization. Accreditation is given only to laboratories that apply rigid standards of quality in clay-to-day operations, demonstrate continued accuracy in the performance of proficiency testing, and pass a rigorous on-site laboratory survey. --[Name of physician/laboratory]--- has earned COLA accreditation as a result of a long-term commitment to provide quality service to ---[his/her/its]--- patients.

COLA is a nonprofit, physician-directed organization promoting quality and excellence in medicine and patient care through programs of voluntary education, achievement, and accreditation.

COLA is approved by the federal government and sponsored by the American Academy of Family Physicians, the American Medical Association, and the American College of Physicians.


\title{
Instructions for Use of the COLA Decal
}

\section*{Congratulations on your achievement!}

\begin{abstract}
Enclosed is COLA's Seal of Quality in Healthcare. This seal demonstrates that you have earned the COLA Mark of Excellence by meeting or exceeding national benchmarks of quality in one of COLA's Accreditation or achievement programs. Staff and visitors will see this seal and recognize that you have achieved a high level of quality.
\end{abstract}

To use, remove the split backing and place the adhesive side of the decal on any window or door to your office, waiting area, or laboratory.

If you have any quesfions concerning your COLA decal, please call COLA: 800-981-9883.

\section*{Laboratory Information (as of 12/12/2017)}

At the time of survey, the following information was recorded. Please verify that this information is correct and update any changes/additions/deletions to COLA via COLAcentralrim (www.colacentral.conr). All information must be completed to receive a COLA accreditation cerlificate.
\begin{tabular}{|c|c|}
\hline COLAID Number & 14281 \\
\hline CLIA ID Number & 0300705037 \\
\hline Laboratory Director & Michael Papez, MD \\
\hline Address & Attn: Minnie Tsingine \\
\hline Telephone & 928-289-6143 \\
\hline Fax & 928-289-6105 \\
\hline COLA Surveyor & Derrick Mendel \\
\hline SurveyDate & 12/12/2017 \\
\hline Number of Physicians & 25 \\
\hline Specialties & \begin{tabular}{ll} 
Chemistry: & \begin{tabular}{l} 
Endocrinology, Routine Chenistry, \\
Toxicology, Urinalysis
\end{tabular} \\
Diagnostic & \begin{tabular}{l} 
General Immunology, General Immunology, \\
Immunology:
\end{tabular} \\
\begin{tabular}{l} 
General Immunology, General Immunology, \\
General Immunology, General Immunology
\end{tabular} \\
Hematology: & \begin{tabular}{l} 
Coagulation, Coagulation, Rouline \\
Hematology
\end{tabular} \\
Microbiology: & Bacteriology, Mycology, Parasitology
\end{tabular} \\
\hline Enroliment Expires & 10/25/2018 \\
\hline Name on COLA
Accreditation Certificate & Winslow Indian Health Care Center Laboratory \\
\hline
\end{tabular}

\section*{Proficiency Testing Program}
\begin{tabular}{|l|l|}
\hline Provider Name & Account Number \\
\hline Annerican Proficiency Institute (API) & \(04-19-87\) \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline \multicolumn{4}{|l|}{Personnel in the Laboratory} \\
\hline Name & Position & COLACentral Access & Email Address \\
\hline Begay, Sandra & \begin{tabular}{l}
Latboratory \\
Persannel
\end{tabular} & No & sandra.begay@wihcc.org \\
\hline Charlie, Jeannie & Laboratory Personnel & No & jeannie.charlie@wihcc.org \\
\hline Clark, Deidra & \begin{tabular}{l}
Laboralory \\
Personnel
\end{tabular} & No & deidra.clark@wihco.org \\
\hline Curley, Tisha & \begin{tabular}{l}
Laboratory \\
Personnel
\end{tabular} & Yes & tisha.curley@wihcc.org \\
\hline Gauthereau, Fernando & Laboratory Personnel & No & fernando.gauthereau@wihcc.org \\
\hline Hubbell-King, Mildred & \begin{tabular}{l}
Laboratory \\
Persomel
\end{tabular} & No & mildred.king-hubbellewihac org \\
\hline Jamon, Julic & Laboratory Personel & No & julie.jamonewihec.org \\
\hline Kanuho, Verdell & Laboratory Personnel & No & verdell.kanuho@wihcc.org \\
\hline Mazour, Cory & Laboratory Personnel & No & \\
\hline Nguyer, Bich & Laboratory Personnel & No & \\
\hline Papez, MD, Michael & \begin{tabular}{l}
Laboratory \\
Director
\end{tabular} & Yes & Michael.Papez@riahcalth.com \\
\hline Poocha, Eunice & \begin{tabular}{l}
Laboratory \\
Persomel
\end{tabular} & No & eunice.poocha@wihcc.ors \\
\hline \multicolumn{4}{|c|}{\begin{tabular}{l}
COLA / 3881 Lroken Land Farkway/Suite 200/Colutubia, MD/21046-1195 (800) \(981-9883 /\) Fax (410) 384-9611/www.colacentral.com \\

\end{tabular}} \\
\hline
\end{tabular}
\begin{tabular}{|l|l|l|l|}
\hline Sue, Lola & \begin{tabular}{l} 
Laboratory \\
Personnel
\end{tabular} & No & \\
\hline Tsingine, Minnie & \begin{tabular}{l} 
Laboratory \\
Personnel
\end{tabular} & Yes & minnie.tsingine@wihcc.org \\
\hline Yazzie, Matraca & \begin{tabular}{l} 
Laboratory \\
Personnel
\end{tabular} & No & Matraca.yazzie@wihoc.org \\
\hline
\end{tabular}

\section*{SDPI Grant Responsibilities}
- Grant application requires Best Practice and Key Measures.
- Must implement recommended services and activities reported on all required key measures.
- Must demonstrate progress towards meeting goals and objectives.
- Track ongoing data with SDPI Outcomes System (SOS). - Baseline, Mid-year, Final
- Submit progress reports (Semi-Annual and Annual Report), and federal financial reports.
- Participate in the IHS Diabetes Care and Outcomes Audit.
- Preparation of the Diabetes Audit - a review of the clinical standard of care status of the WIHCC Diabetes Register patients.
- Participate in SDPI Training sessions and peer-to-peer learning activities.
- Comply with all IHS policy and procedures.

\section*{WIHCC SDPI Grant}

Programs under SDPI Granl:
- Diabetes in Prepnancy
- Diabetes Shoe
- Diabetes Self-Menapement Education
- Health \& Fitness
- Youth Wellness

Staff under SDPI Grant
- Administrative Assistant
- Diabeles Clinical Nurse Specintist
- Disbetes Nutrition Tecbnician
- Diabetes Perinata! Nurse Educator
- Filness Technician (2)
- Youth Wellmess Nurse

Contracts under SDPI Grant:
- Black Bels Acindeny
- DIP Assistead
- License Praclical Jiurse


Partlipation of the entire HIHCC staffand anninisiraton promotes our specerss.


\section*{Best Practice for FY 2017}

\section*{Diabetes-related Education}
- Importance
- Diabetes education helps to reduce the risk for developing diabetes and it's complications.
- Required Key Measure
- Number and percent of individuals in your Target Group who receive education on any diabetes topic*, either in a group ot individual setting.
- *Includes nutrition education, physical activity education, and any other diabetes education.
- Target Group Guidance
- \(10 \%\) of patients, with a diagnosis of Diabetes Type 2 as of September 02, 2016, who are under the primary care provider Scott, FNP-C, will participate in at least one Diabetes Self-Management Education session to receive Diabetes-related Education.

\section*{Best Practice Results}
- Of the selected target population there was a \(5 \%\) decrease from baseline of \(75 \%\) at the beginning of the year to \(70 \%\) by the end of 2017.


When running the audit number, data is compiled from exactly 1 year prior to date.


\section*{Diabetes SDPI Grant Award}


\section*{SDPI Funding}


\section*{Youth Wellness}

- Fitness Gram data gathered in collaboration with Health Promotion Staff and Hozhoogo lina Wellness Prograux Staff.
- Youth Wellness Nurse Analyzes data.

Winslow Service Area Schools:


\section*{Youth Wellness}
- Pediatric Diabetic and At-Risk for Diabetes Population
- 9 Diabetic children according to RPMS
- 34 pre-diabetic, by A1C \(>5.6\).
- Parnered with Holbrook High School Nurse to care for 3 diabetic children.
- 15 referrals received, 6 were already on DM and pre-DM list of pediatric patients,
- Presentations
- SEARCH Presentation - 2/6/17
- WIHCC Med Staff-6/5/17
- Program presentations with principals. school boards or other programs throughout year
- Education presentations and Healll Fairs at various everits.
- Parent Teach Conference and Parent meeting event at various schools.
- CATCH Training - 6/30/17 @ Park Elementary School


\section*{Youth Fitness Programs}


Nutrition

Supervisory Dietician
- Provides one-on-one Nutrition consulitions.
- Provides group mutrition educgition.
- Supervises:
- 2 Diabectes Nuturikion Tectbs

4 Concession Stalf
- Team Leader Pediatric Ohesily Wellness task force

Dlabetes Nutrition Tech's
- Coordinate wellness activities
- Fingess Fun in the Sun
- Fit Families Club
- Mon's in Motion instruction
- Food demonstrations.
- Provide one-on-one and group Nultition consultations.
- Nutrition Appointment Scheduling


\section*{Health and Fitness}
- Group Fitness
- TRX
- Butts and Guts

25,000
13,000
- Interval Jump Rope 10,000
- Step HITT
- Chair
- Cardio Kick
- Cardio Toning
- Chair Yoga
- Functional Training
- Mom's in Motion
- Step Tae Kwon Do
- Yoga
- Zumba
- Zumba Toning
- - Paticicipans Total



\section*{Youth Fitness Programs}

Fitness Fun in the Sun
\[
-2017-10 \text { participants }
\]

Walking Together for Healthier Nation \({ }^{2000}\)
- 2015-679
\(-2016-1,670\)
\(-2017-2,164\)
\begin{tabular}{|c|c|}
\hline & WTHN \\
\hline \multirow[t]{2}{*}{Healthier Nation \({ }_{1}^{2000}\)} & 2,164 \\
\hline &  \\
\hline 1000 & \\
\hline & \\
\hline & \(2015 \quad 2016 \quad 2017\) \\
\hline
\end{tabular}

Winslow Bulldogs Youth Running Camp
- Partnered with WIIS Cross-country team
- 19 youth participants

Youth Basketball Camp
- New in 2017
-37 total participants
Zumba for Kids


Health and Fitness
Community Fitness
- Just Move It

- Turkey Trot
3000
2500
2000
1500
1000
500
0

- Total Participants:

310
- Community Events
- Spread the Love Zumb
- Employee JMI
- Zumba Glow


Health and Fitness


\section*{Diabetes in Pregnancy}

Key Measures:
1. Percent of women diagnosed with diabetes in pregnancy whose care and clinical outcomes are actively tracked within grantee specified time period.
2. Percent of women with diabetes in pregnancy who have documented care and education specific to diabetes and pregnancy within grantee specific time period.


Key Measures


\section*{Breastfeeding}



\section*{DM Program Clinical Visits}


\section*{Diabetes}

\section*{Self-Management Education}

DSME: is a class designed for diabetic patients and their families. The class will help patients gain mformatuon, skills and abilities for diabetes self-care.





\section*{Challenges}
-Staffing - Recruitment and retention remain challenging, especially with rapid expansion of programs; high market costs for health professionals; "greying" of WIHCC medical staff and nationwide.
- Patient Centered Medical Home - Many seem to prefer episodic or convenience care; geographic and distance issues; staffing issues prevent full, consistent empanelment of population.
- Substance Abuse - Prescription medication abuse continues as major problem, and methamphetamine is making a comeback. More treatment options needed.
* CPS, Child Behavioral Health - Significant unmet needs.
* EMS - Resource, training, and communication needs.

\section*{Challenges}

Facilities - WIHCC still has less than \(\mathbf{3 0 \%}\) of necessary space according to NAIHS Master Plan and IHS standards (NAIHS avg. = 41\%). Design for new facility at Dilkon is now underway!
CMS: MACRA, MIPS, MEANINGFUL USE -
Regulation and federal mandates increasingly present obstacles to patient care.
AFFORDABLE CARE ACT - WIIICC fiscal bottom line hugely vulnerable if Medicaid eligibility and reimbursements are rolled back.


\section*{Additional Accomplishments FY17}

Physician leadership roles at the national level:
--WIHCC has two physicians serving as IHS National Chief Clinical Consultants: De Greg Jarrin, Surgery

Dr. Mike Stitzer, Neurology
AAAllC Accreditation, including Patient Centered Medical Ilome
IIealth Information Exchange: First IHS facility in Arizona advanced enough in Meaningful Use of the electronic health record to join the state Health Information Exchange, promoting better patient care across multiple settings and locations.

CMS Quality Payment Program:
- Designed EHR interface to report quality data for participation in CMS Merit-based Incentive Payment System, or MIPS.

\section*{DM ulcerations with Peripheral Vascular Disease}
- The key to improving healing rates for this population appears to lie in Revascularization - surgical procedures, stents, etc.
- Previously this was only available in Phoenix, but a local revascularization facility, CICC opened in Flagstaff in 2017.
- Wound care program is addressing barriers to care and providing case management to assure revascularization.
- In recent months
- Average time to revascularization has gone from 3-4 weeks to 1 week.
- Average completion of follow through has gone from 50 percent to 90 percent.

\section*{Value-Based, Cost-Effective Care}

National average
- Cost of 1400 wound care visits:
- \(\$ 647,558\)

VS
- Expenditures for 1400 wound care visits FY 17: - \(\$ 573,786\) - \(\$ 573,786\) WIHCC


National wound healing rate
- National Average wound care visits for healing of diabetic ulcerations
11.1 visits

\section*{WIHCC}
wound healing rate
- WIHCC average wound care visits for healing of diabetic ulcerations
(Zinny,2002)
7.0 visits


DM ulcerations with Peripheral Vascular Disease

National wound healing rate
- National Average of visits for wound healing rate of DM ulcerations with PVD
17.4 visits
(Zinny, 2002)

WIHCC wound healing rate
- WIHCC wound care visits for healing rate of DM ulcerations with PVD


\section*{Critical Need for Wound Care Program}
- American Indians/Alaska Natives have a diabetesrelated major amputation rate 4 x higher than the general population. (CDC,1999)
- It has been estimated that 50-70 percent of amputations are preventable. (Gavin,2011)
- From 1994-2002, the percentage of American Indians/Alaska Natives with diagnosed diabetes rose from \(11.5 \%\) to \(15.3 \%\). This will create an ever increasing need for wound care/limb salvage. (CDC, 2002)

Wound Care Clinic Utilization



\section*{Laboratory}
- One of the laboratory's quality assurance monitoring is the notification of providers for results with critical values.
- Laboratory consistently meets threshold of 100\%


\section*{Podiatry/Wound Care}

The Team:


2 Podiatric Medical Assistants: Lafina Patterson and Kevin Begay Wound Care RN: Shanon Gose
Family Practice: Dr. Ditto General Surgery- Dr. Jarrin Podiatric Surgery/ Wound Care- Dr. Palacios

\section*{Laboratory}
- WHHCC Laborntory received their 2 year COLA accreditation on December 15, 2017
- COLA survey is a two days review of laborationy records, employee fifies and laboratory testing with over 300 standards encorupassiag all aspects of laboratory, listed below. WIHCC lab received a Laboralory Exvellence Axyand for survey.
- COLA accreditation confirms laboratories meet federal CLIA and state regulatory requirements to perform waived to high complex testing
- COLA standards include:
- Organization
4. Fingity
- Perporneq qualification
- Probiciency Testing
- Laboratocy lifirmation System
- Pre-Analyticic(Step before wicroal patien testing)
- Analytical (Tescing)
- Apizetinice of Tering Equipmeat

Veritication of Lab Ters
Cabibration of Tiesting Equipmest
Quainy Cortrol of Tests
- Campulation Testing
- Chematifay Tersting
- Chemikay Ter
- Posidridyoic (Testing)

4 Quality Axsesstrital
- Wained Ter


Lab Accrediation Through Education

\section*{Laboratory}
- WHCC lab performs a varied mein of tests for 36 providers and provides service to 12 elinics
- MOB the lab specimens are collected at MOB \& transported to the main lab, where testing is perfomed. Regardless of the distance now required far specimen transport, testing is still completed in a timely nimuner.

Laboratory continues to strive for decrease in test completion (data obtained from RPMS)
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline 4x+9 & max & \begin{tabular}{l}
 \\

\end{tabular} & \begin{tabular}{l}
 \\

\end{tabular} & \begin{tabular}{l}
 \\

\end{tabular} &  Fent wod & Whex mexus Brernabotat \\
\hline 8045. & Cardiac & 96\% & 535. & 45 & 431 &  \\
\hline Ente & cac & 9666 & 6991 & 40 & 2675 & 24 \\
\hline 50x & CMP & 8222 & 5533 & 57 & 1700 & 31 \\
\hline 3017 & Cardiac & 1014 & 561 & 65 & 453 & 38 \\
\hline 404 & CBC & 6526 & 6593 & 41 & 1933 & 20 \\
\hline 16等 & CMP & 7426 & 5646 & 54. & 1780 & 31 \\
\hline
\end{tabular}


There was a \(2.5 \%\) decrease in patient visits from 2016-2017 as a result of a 5 month vacancy.
Visit numbers obtained from RPMS workload reports.

\section*{Chief Reasons for Physical Therapy Visits}
1. Low back pain/thoracic back pain
2. Knee pain/stiffness/weakness
3. Durable Medical Equipment (braces, compression stockings, etc.)
4. Shoulder pain/stiffness/weakness
5. Hand/wrist/elbow pathology
6. Ankle/foot impairment
7. Electrodiagnostic testing
8. Hip pain
9. Gait abnormalities/balance impairment
10. Neck pain/headaches
11. Neuromuscular diseases
12. Vestibular impairments (vertigo, dizziness)

\section*{Physical Therapy}
- Continue to provide comprehensive physical therapy services in Winslow and Dilkon which include the following specialty services:
- Electrodiagnostic testing
- Vestibular rehabilitation
- Trigger point dry needling
- Graston Technique
- Brenna Canterbury and Karina Gushue served as clinical instructors to two NAU physical therapy students for 10 weeks.
- Jennifer O'Brien became certified in trigger point dry needling and continues to provide clinical electrodiagnostic testing.
- Karina Gushue serves as the lead vestibular rehabilitation therapist.
- Annual body mechanics and postural education/ergonomics training offered to all staff.
- The PT department collectively completed over 150 continuing education hours.
- PT staff participates in journal club, with five journal reviews a year to enhance evidence based practice.

\section*{Physical Therapy Staffing}

We bid farewell to Michael LaPlante, PT, DSC, ECS in February 2017.
We welcomed Clyde Yellowhair, PT, DPT, CSCS in July. Mr. Yellowhair is a recent graduate of Northern Arizona University and is a certified sports and conditioning speciallist. He has been well received and is an asset to the team.


\title{
Mental Health Visits 2000-2017
}


Mental Health visits have more than doubled since 2000. Staffing challenges remain, as program has not been fully staffed since 2012

\section*{Dental Program}


Mobile Dental Van Programs:
- Sealant Program-completed 900 exams and placed 1912 sealanits in 2017
- Head Start Program - 66 children
- Dental Hygiene Program - completed hygiene treatment on 131 students
- NAOMI House-completed treatiment onall residents:

\section*{Periodontal Clinic:}
- Implant placemeni - 95 implants placed in 2017
- Osseous surgery
- Crown lengunering

CEREC Clinic:
- Provides crowns made in-house
- Increases number of patients that receive prostheties

Ortho Clinic:
- 59 consults in 2017
* 631 pstieni visits in 2017
- Services provided in Leupp, Dilkon and Winslow

Dental Residency Program
- 7 dental residents completed AEGD
- 2 residents are now altending providers
- 2018-2019 residency class will have 9 resident providers
School Programs
- Leupp
- Dilkon

Winslow Campus of Care
- See patients on Tuestay momings
- Completed screening of 64 patients at the home and triaged patients based on need


\section*{Cardiology Program}

\section*{Total Patient Visits: 2516 \\ Diagnostic Procedures: 861}
Complete Echocardiograms ..... 350
Dobutamine Echocardiograms ..... 22
Stress Echocardiograms ..... 67
Treadmill Stress Echocardiograms ..... 21
24 hour Holter Monitors ..... 86
Event Monitors ..... 42
Pacemaker Interrogations ..... 199
Pet Scans (New Service FY17) ..... 74

\section*{Surgery Program}
- Limited to one surgeon for much of FY 17, but successfully recruited Dr Steve Yang, who started at WIHCC in August, 2017
- Surgical Clinic out-patient visits: 2448


Procedures at LCMC:
- Operative Procedures: 212

Endoscopies: 280
Total: 492
- Out-patient visits \(48 \%\) and Procedures 36\% over FYI6.

\section*{IN-PATIENT SERVICES FY17}

\section*{WIHCC Physicians: Patients at Little Colorado Medical Center}
\begin{tabular}{lc}
\hline & \begin{tabular}{c}
\(\#\) \\
\% Change \\
from FY16
\end{tabular} \\
Admissions: & 978 2.8\% \\
Newborn Deliveries: & 119 \\
Surgical Procedures/ Endoscopies & \(\mathbf{4 9 2}\)
\end{tabular}

\section*{Cardiology Program}
- WHCC is one of few facilities in IHS with full-time cardiologist, allowing patients to access convenient, cost-effective, high quality cardiology services, including state of the art echocardiographic and cardiac stress testing.


\section*{Leading Reasons for Medical Visits Fiscal Year 2017}
1. Diabetes, Type II
2. Well Child Care and Immunizations
3. Acute Respiratory Infection
4. Musculoskeletal Pain (other than back pain)
5. Pre-natal Care
6. Low Back Pain
7. Hypertension
8. Urinary Tract Infection
9. Otitis Media
10. Depression
11. Abdominal Pain
12. Asthma

\section*{Workload Increase \& Redistribution}
-- change in Primary Care Provider visits since 2014 opening of Medical Office Building:
- Total outpatient workload has increased \(16 \%\)
- Visits at Winslow site have increased 25\%!
- Urgent Care visits have increased \(\mathbf{1 0 \%}\)
- Field Clinic visits have decreased \(17 \%\)


\section*{Regularly Offered Direct Care}

Available at All Sites:
Winslow, Dilkon, Leupp
- Primary Care and Family Practice
- Maternal/Child Health
- Diabetes and Nutrition
- Behavioral Health
- Substance Abuse Treatment
- Dental Care
- Physical Therapy
- Pharmacy
- Laboratory (Limited at Dilkon and Leupp)

\section*{Available at Winslow Only}
- Surgery
- Cardiology
- Optometry
- Podjatryand Wound Care
- Urgent Care - nights/weekends
- HospitalServices (LCNIC)
- Medical lmaging / CT
- Laboratory
- Neurology
- Clinical Electrophysiology: EMG/NCV

\section*{Contracted Specialty Services On-Site}

Orthopedics
Rheumatology
Nephrology
Gynecology
Higb Risk Obstetrics
Perinatal Ultrasonography
Pacemaker Clinic
PET Scans (Cardiology)
Retinal clinic


Mammography



\section*{Grants Management Services}

Collaboration with WIHCC Departments, community organizations, grantors, for the purpose of securing funds to maintain and enhance WIHCC services and programs.

\section*{*Update on Grants:}

Wells Fargo-WIHCC Mobile Dental \$5,000
Delta Dental-WIHCC Mobile Dental \(\$ 25,000\)
Walmart Foundation- Diabetes Prog \(\$ 2,500\)
Healthy Active Native Communities-Diabetes Prog
\(\$ 8,000\)
MSPI Program- MSPI/HPDP Dept. \$175,000
SDPI Program- DM (issued @ \(25 \%\) ) \(\$ 183,598\)
Children's Smile Project-Mobile Dental- 12 dental topic books for children (value \(\$ 150\) )

\section*{Materials Management Services}

\section*{Provides quality material handling services}
* Receiving, Shipping
*Movement and Storage
* Control and Protection of Property
* Disposal
*Inventory Tracking-Physical Inventory for WIHCC was completed.

Receiving Report Log- FY 2017
(dollar value of supplies received)
\begin{tabular}{llll} 
Oct 2016 & \(\$ 192,558\) & Apr 2017 & \(\$ 143,311\) \\
Nov 2016 & \(\$ 167,891\) & May 2017 & \(\$ 219,218\) \\
Dec 2016 & \(\$ 162,589\) & June 2017 & \(\$ 163,279\) \\
Jan 2017 & \(\$ 156,239\) & July 2017 & \(\$ 210,459\) \\
Feb 2017 & \(\$ 127,031\) & Aug & Sept 2017 \\
Mar 2017 & \(\$ 151,006\) & \(\$ 168,845\) \\
& & TOTAL: \(\$ 2,111,775\) & \(\$ 249,349\)
\end{tabular}

\section*{Fleet Management Services-GSAs, Medical Transports, Mobile Vans}
* GSA Vehicle Reservations- 27 vehicles
* Vehicle Preventative Maintenance and Repairs
* Security of GSA Vehicles
* File Management of Vehicle Records

\section*{Non-Emergent Transportation Services}
* Coordination with Non-Emergent Transportatlon companjes for WIHCC patlents to outside medical appolntments who are enrolled In AHCCC's-American Indian Health Plan.
* Scheduling of Non-Emergent Transport for our patients is steadliy incireasing from 989 for 2015, 1,807 in 2016 and 2,519 for 2017.
\% For the WIHCC Courtesy Vans we have updated our brochures and working with departments to increase our ridership. We wIII also be featured in the Ya ah teen Newsietter.

\section*{General Services}

MISSION
To provide quality services in a fast, effective and efficient way, while adding value and improvements in support of the patient care mission of the Winslow Indian Health Care Center, Inc.

VISION
The General Services Department will implement and maintain a high quality service management program.

\section*{Contracting \& Procurement Services}
- We provide leadership through contract negotiation, supplies management (GRSSC) and providing training on WIHCC's Oracle purchasing module.
- Our Procurement Specialist assists departments with purchasing of supplies and equipment. A few vendors we work with are Quill, Amazon(business), Sam's Club, Fed Ex, Winslow Ford, Tate's Auto. Work with department's on renewals for their service agreements.
- We work with WIHCC departments on contracts for personal and professional services(PSCs); affiliation agreements with educational institutions, MOA's/MOU's with Navajo Nation, schools, and other organizations we collaborate with. We also provide assistance to departments with service or lease agreements for equipment (Xerox, Fisher, GSA, GE Healthcare).
- For FY 2017 we had sixty (60) PSCs, fifty-nine (59) lease and service agreements, twenty-seven (27) affiliation agreements, and twenty-three (23) MOAs/MOU.

\section*{Facility Constructions}
- WIHCC received \(\$ 6.5\) million in FY 2017 for Dilkon Health Center Design. This is separate from Operating budget.
-FY 2017 Payments \(=\$ 136,000\)
- New Dental Building Budget is \(\$ 5.5\) million, including additional budget of \(\$ 276,000\) for electrical upgrade. Project funded solely by WIHCC.
-FY 2017 Payments \(=\$ 603,000\)

\section*{General Services}

\section*{Customer Service is our Priority}

Contracting Procurement Materials Management Grants Management GSA Fleet Management Non-Emergent Transportation


\section*{Purpose}
- Finance Division is responsible for budget preparation, accounts payable and receivable, revenue collection, financial reporting, purchasing, MIS services, auditing, and investments.
- Provide support to departments to ensure operational expenses are within approved budgets and to be in compliance with policies.
- To steadily expand programs for patient care as a Tribal 638 Program.

\section*{Revenues}
- AFA revenue was \(\$ 37.6\) million in FY17. Budgeted amount was \(\$ 30.5\) million.
- \(3^{\text {rd }}\) party revenue was \(\$ 34.3\) million which increased by \(10 \%\) over prior fiscal year. Budgeted amount was \(\$ 33\) million.


\title{
Finance Division Report Fiscal Year 2017
}


\section*{Finance Division}
- Finance
- Business Office

Patient Benefits Coordinators
- General Services
- Management Information System (MIS)

\section*{Quality Management Goals for FY 2018}
- 2018 pationt experience survey
- Compare to national results d continue in-house trainings
- Improve onboarding of workforce (e.g. training \& education)
- BAA review \& HPPA training
- Improve time to verify Medicare \& Private Insurance
- Revise electronic health record charting system to activate patients at all 3 sites
- Aroid duplicates errors. etc.
- Improve the timeliness of scheduling both in-house \& outside Emergent Urgent referrals
- Eflicient use of PRC funding by operating closer to budget
- Closeout of purchase orders as swon as possible
- Conduct a facility wide risk assessment to guide audits
- Audir new process such as phamacy billing. procurement. ete.

\section*{Risk Management: Internal Audits}
\begin{tabular}{|c|c|c|}
\hline smilin & tinfore & Resalutios \\
\hline \begin{tabular}{l}
AHCCCS Coordigition of \\
Benefits: \\
- In rare cases, pts have a third party in addition to Aficces (e.g. Medicare/Medicare) \\
- AHCCCS is payer of last resort
\end{tabular} & \begin{tabular}{l}
- Several pls were fontified where Affcces bill first \\
- Error rate in collections was \(<1 \%\) with just over \(90 \%\) of pts with multiple third parties billed correctly
\end{tabular} & Erroneous chims were reversed \& billing resolved \\
\hline \begin{tabular}{l}
Credentialing Audit \\
- Important to verify provider staff is qualified to practice
\end{tabular} & - Several files missing initials/signatures, updated licenses, \& DEA verifications & - All issues were resolved \& support provided to credentialing coordinator \\
\hline \begin{tabular}{l}
In house Referral Schedullag \\
- Emergenthurgent referrals need to be schedule within requested timeframe
\end{tabular} & \begin{tabular}{l}
- Emergent days to schedule ( \(<7\) days) : 18 days \\
- Urgent days to schertule (< 30 days): 21 days
\end{tabular} & - Work with schedulers \& providers to prioritize patients with urgent needs \\
\hline
\end{tabular}

\section*{Risk Management: Internal Audits}
\begin{tabular}{|c|c|c|}
\hline  & Fimbinat &  \\
\hline \begin{tabular}{l}
Outside Referral Scheduling \\
- Emergenturgent referrals. need to be schedule within requested timeframe
\end{tabular} & \begin{tabular}{l}
- Emergent days to schedule ( \(<7\) days) : 11.42 days \\
- Urgent days to schedule (< 30 days): 16.5 days
\end{tabular} & - Work with PRC, outside facilities \& providers to prioritize patients with urgent needs \\
\hline \begin{tabular}{l}
Pharmacy AHCCCS Billing \\
- Starting July 2016, all pharmacy AHCCCS claims required National Drug Codes
\end{tabular} & - All 462 claims reviewed were billed correctly & - No changes, continue to monitor \\
\hline \begin{tabular}{l}
Podiatry AHCCCS bump \\
- October 2016, AfICCCS allowed payment for podiatry services \\
- Audit to verify documentation supports claims
\end{tabular} & -20 visits identified that were not billable due to various reasons (o.g documentation biling seruencing, etc). & \begin{tabular}{l}
- r-edicated podiatry staff on importance of proper documentation for quality/care continuity \& claím submísion \\
- Reverse claim subraission
\end{tabular} \\
\hline
\end{tabular}

\section*{Health Information Management(HIM)}
- The primary goal for HIM during FY 2017 was to improve the timeliness of entering documentation from outside facilities into our medical record
- Lack of information can lead to treatment redundancies (e.g. multiple facilities ordering the same labs/tests), disruptions in care continuity, errors, \& increased costs

\section*{Health Information Management(HIM)}

The goal for FY 2017 was to decrease the timeframe from when a document is received from an outside facility to when it is entered into WIHCC's Electronic Health Record (EHR) to less than 72 hours.
- The target of \(<72\) hours was met with an overall department average of 1.38 days

Average Days to Scan by Month - 2017


\section*{Privacy Activities}
- Working with HR to provide student/contract employee certificate documentation for employee files.
- AAAHC and auditors require documentation of privacy training
- Successfully passed Privacy portion (Chapter 3 Administration) for AAAHC accreditation in September 2017

\section*{Health Information Management(HIM)}
- During FY 2017, the HIM department has scanned over 216,000 pages into WIHCC's electronic medical record
- Only 1 in 68 documents required corrections (error rate of \(1.47 \%\) )
- e.g. duplication, wrong medical record, etc.
- Out of the documents that have been scanned incorrectly, all have been rectified

\section*{GPRA: Depression Screening}
- National Target: 70\%
- Navajo Area: Not Met (62.3\%)
- WIHCC: Not Met (59\%)


\section*{GPRA: Changes for FY 2018}
- Changes have been made to the GPRA reporting system
- Outcomes will be compared to User Population rather than Active Clinical population
- Will include all patients that reside in our communities regardless of whether they were seen at WIHCC service unit or not
\(\rightarrow 2018\) may be lower than FY 2017 \& unable to compare to previous fiscal years due to new reporting system

\section*{GPRA: Colorectal Cancer Screen (51-80 years old)}
- National Target: \(40.2 \%\)
- Navajo. Area: Met (40.5\%)
- WIHCC: Not Met (25\%)


\section*{GPRA: Nephropathy Assessed}
- National Target: 63.3\%
- Navajo Area: Not Met (61.9\%)
- WIHCC: Not Met (44.2\%)


\section*{GPRA: Glycemic Control (A1c < 8)}
- National Target: 48.4\%
- Navajo Area: Not Met (42.7\%)
- WIHCC: Not Met (44\%)
- WIHCC is third in Navaio Area

49\%
48\%
47\%
46\%
45\%
44\%
43\%
42\%
41\%


\section*{GPRA: Retinopathy Exam}
- National Target: 63.1\%
- Navajo Area: Met (64.9\%)
- WIHCC: Not Met (56\%)


\section*{GPRA Measures Met in FY 2017}


\section*{GPRA: Mammograms (52-64 years old)}
- National Target: 56.7\%
- Navajo Area: Not Met (55.4\%)
- WIHCC: Not Met (51.2\%)
- WIHCC trend is overall improvement



\section*{PRC: WIHCC Contract Spending}


\section*{Quality: 2017 AAAHC Survey}
- Successfully completed site survey with our accreditation body, Accreditation Association for Ambulatory Health Care (AAAHC)
- Over 800 standards reviewed by surveyors
- WIHCC received Substantially Compliant in over 750 standards
- 19 partially compliant
- 3 non-compliant
- Maintain accreditation for next 3 years, including certification as a Patient Centered Medical Home
- WIHCC transition of care quality improvement studied one of three finalists for Bernard Kershner Award

\section*{WIHCC Medicaid Patients}

Decrease in PRC expenditures is likely a result of an increase in patients with alternate resources (e.g. Medicaid/AHCCCS)

WIHCC Medicaid Patients on Medicaid by Fiscal Year


\section*{PRC: Indirect Services}
- Most indirect services paid by PRC processed by Fiscal Intermediary (FI)
- Ensures Medicare-Like Rates (MLR) \& is currently BCBSNM
- As 638 , we have flexibility to work with facilities that do not work with IHS
- Able to provide in-direct services not normally covered or contracted by IHS


\section*{Patient Registration - Customer Service}


\section*{Patient Registration - Private Insurance Verification}
- Delay in verifying insurance \& services covered results in delay claim submission/revenue collection \(\rightarrow\) improve verification time


\section*{Patient Registration}
- Consistently have \(4-6\) windows open for patient registration
- Conducted Patient Registration customer service survey starting in FY 2017
- Face of facility, dictates start of clinic flow, \& start of revenue cycle
- Overall, the department averaged 9.3 in customer service on scale of 1-10 (1-strongly dissatisfied; 10 -strongly satisfied)
- area for improvement in stating name (only occurred \(78 \%\) of the time)

\section*{Patient Registration - Customer Service}



\section*{Patient Experience Survey: Summary}
- Over half of patients surveyed were able to have questions answered and/or schedule an appointment when needed
- Over \(80 \%\) of WIHCC patients surveyed felt providers "Always/Usually":
- Asked questions in a easy to understand way
- Explained things in a way that was easy to understand
- Carefully listened to their concerns
- Spent enough time with them
- Showed respect for what they had to say
- Opportunities for Improvement
- Education on medications \& notification of lab results
- Customer service \& access to care (e.g. information, appointments, etc.)

\section*{Customer Experience Provider Interaction}
\begin{tabular}{|c|c|c|c|c|}
\hline Proviaer, Communication & \[
2016
\] & \[
2017
\] & CGGAFISTOLS, Respondents race eltnicity as Americin Tidian of t Alatkum Nutive & \begin{tabular}{l}
CGGATPS 2015: \\
Compilea Fritional Mestis
\end{tabular} \\
\hline Explained things clearly & 81\% & 86\% & 89\% & 96\% \\
\hline Listened carefully & 82\% & 84\% & 91\% & 96\% \\
\hline Showed respect & 81\% & 89\% & 85\% & 97\% \\
\hline Spent enough time & 74\% & 80\% & 85\% & 96\% \\
\hline
\end{tabular}

The Clluician aud Gronp Consumer Assessment of Healthcare Providers and Systems (CG CAHPS) survey is a standardized tool to measure patients' perception or care provided by physicians in an office setting.

\section*{Customer Experience - Access to Care}
\begin{tabular}{|c|c|c|c|c|}
\hline Access to Care & 2016 & 2017 & \begin{tabular}{l}
CG CALPS 2015; \\
Respondent's race/ethnicity as American Indian or Alaskan Native
\end{tabular} & CGCARPS 2015, Compiled National Kesults \\
\hline Urgent appointment as soon as needed & 55\% & 68\% & 75\% & 88\% \\
\hline Routine care appointment as soon as needed & 63\% & 69\% & 94\% & 93\% \\
\hline Question answered same day - regular office hours & 52\% & \(67 \%\) & 92\% & 85\% \\
\hline
\end{tabular}

\section*{Quality Management Division 2017 Annual Report}
- Patient Advocate
- Patient Registration
- Purchase Referred Care
- Quality/GPRA
- Privacy/HIPAA
- Health Information Management
- Internal Auditor/Data Analyst
- Risk Management/Compliance


\section*{Customer Service Training for 420 Employees}

Customer service \& cultural awareness training
- 95 employees attended cultural awareness training in addition to Customer Service training

- Staff w/ customer service
Estaff w/out customer service

Hemer



\section*{Quality Improvement: Status Of Women's Health Services For Female Veterans}

Preventive Screening is improved with the assignment of a PCP to coordinate, and monitor patient care services. Having a PCP improves the likelihood that patients will be up to date by \(69-81 \%\).


Primary Care Providers Make a DIFFERENCE!

\section*{Plan To Increase Services To Female Veterans}

\section*{GPRA Standards Not Achieved For Breast Cancer And Cervical Cancer Screening}
- Investigate whether the electronic record can be flagged for Veterans status.
- Use patient list to call patients to determine if they many have had screening elsewhere. Obtain records, enter into the WH Package.
- Develop strategies to increase the number of female veterans that have PCP assignments.
- Coordinate efforts with Veterans Clinical Care Coordinator to boost screening efforts.
- Reassess in one year.


\section*{Quality Improvement:}

Status Of Women's Health Services For Female Veterans

There are 139 "active" female veterans receiving care through the Winslow Service Area (Active patients: female veterans seen within the past 5 years).
- More than half ( \(65.4 \%\) ) live in the Winslow CHSDA.
- \(33.3 \%\) of female veterans between the ages of 52-64 years have no documentation of ever having mammogram done
- \(55.6 \%\) of women between 52-64 years of age are up to date with their mammograms

\section*{Quality Improvement: \\ Status Of Women's Health Services For Female Veterans}

Are female veterans up to date with their pap smears?
- \(29.1 \%\) of female veterans between the ages of 24-64 years have no documentation of ever having a pap smear done
\(44.2 \%\) of women between 24-64 years of age are up to date with their pap smears. (38/86)

Screening pap smears are recommendedevery 3 years from ages 24-64 years, Due every 5 years ifHPV was completedat the sume time as the pap smear and patient is over the age of 30 years.

\section*{Quality Improvement: Certified Letters For Notification Of Abnormal Pap Smear Results}

21 Certified letters were sent from January 1, 2017-June 30, 2017. 11 were for colposcopy follow-up \& 10 were for notification of other abyormal results with plan

Most patients plek up their certilied lefter for abnormal pap smear results, and keep their appointments.


\section*{Changes Based on Quality Improvement Results}
- Women's Health will continue to send Certified Letters on abnormal results and follow-up.
- A Certified letter will not be sent if the Provider reviewed results and follow-up during a visit encounter or by phone contact.
- Certified letters from Women's Health will be deferred if one was previously sent by provider.
- Missed appointments for screens will receive a standard letter via mail delivery.

\section*{Osteoporosis Prevention Program}


\section*{Quality Improvement: Certified Letters For Mammography}
- Certified Letters were sent to patients for follow-up on abnormal results and for multiple missed appointment (both Screening and Diagnostic).
- Letters were not received by \(56 \%\) of patients: They were either not retumed, or retumed as unclainued.

Overall Compliance with Mammography Appointments afterCertifed Letter


For Mammography: 44\% of certified Ietters are picked up.
- Of those that pick up their letters. \(25 \%\) keep their follow up appointmeat, \(71 \%\) do not keep their appointment, and \(4 \%\) are unknown (appointments pending).

SUMMARY: More than half of the Certified Letters that were sent were NOT picked up, or received. Of those that received a letter, most ( \(71 \%\) ) did NOT keep their scheduled appointhent.

\section*{Osteoporosis Prevention Program}
- Utilizes The Achilles Express Ulitasonometer For Prellminary Screening And Education


\section*{Osteoporosis Prevention Program}


\title{
Preventive Screening Rates: Breast Cancer
}
\begin{tabular}{|c|c|}
\hline GPRA RAtes of screning for breast cancer at whic 2012-2017 & \begin{tabular}{l}
Although WIHCC did not achieve the GPRA benchmark for Breast Cancer Screening (56.7\%) in 2017, the SCREENING RATE has been consistently isising. \\
There was \(0.6 .7 \%\) increase in the screening rate compored fo FY 2016.
\end{tabular} \\
\hline
\end{tabular}

\section*{Cervical Cancer Screening: GPRA}


The screening rate for CervicalCancer dropped by \(2.6 \%\) from 2016
- However, the National Target is \(56.1 \%\) and Winslow's rate is \(56.5 \%\)
\(\rightarrow\) GPRA Benchmark has been met for cervical cancer screening

\section*{Women's Health: Patient Satisfaction Survey}

The probability that you will refer your friends to us is. . .


\author{
First Mammogram
}

One patient indicated on her survey that this was her First Mammogram. Her ratings were excellent (4) \& good (3).

She indicated the probability that she will refer her friends was EXCELLENT

\section*{Women's Health: Patient Satisfaction Survey}

Would you have gotten a mammogram this year without this opportunity?


Is there anything about today's visit that made you feel uncomfortable?


\section*{Women's Health: Patient Satisfaction Survey}

The area was clean and orderly.. .


The employees are friendly and helpful...


\section*{Women's Health: Patient Satisfaction Survey}

The time in the waiting area was. . .
Was your experience what you expected?




\section*{Women's Health: Patient Satisfaction Survey}

The person who scheduled my appointment was. . .


The info I received when scheduling my appointment was. . .


\section*{Patient Satisfaction Survey: Mammography \(2^{\text {nd }}\) Quarter FY 2017}

The person who helped me schedule my appointment was.
The info I received when scheduling my appointment was. . .
The area was clean and orderly . .
The employees are friendly and helpful. . .
The time in the waiting area was. . .
The probability that you will refer your friends to us is. . .
\begin{tabular}{ccc}
43 \\
33 & 17 & 0 \\
73 & 25 & 1 \\
92 & 9 & 0 \\
92 & 4 & 0 \\
96 & 27 & 0 \\
75 & 19 & 0 \\
77 & 21 & 0
\end{tabular}

\section*{Women's Health: Patient Satisfaction Survey}



\section*{24 \\ Third Pillar: Finance}
 Patentuceding to be uphethe the Patent Benctits Comatimater


 (6)





\section*{NNBCCPP PAYMENTS FOR OFFICE VISITS, PAP SMEARS, \& COTESTING NO PAYMENTS FOR JLLY AUG-SEPT 2017 AS MDA \& FUNDING WAS NOT N PLACF}



\section*{Community Goals}

Goal: FY 2018
Breast Cancer Screening
Add additional clinics off-site to increase community participation. Start active recruitment of female veterans, and patients on the GPRA Deficiency list
Identify Cancer Survivors that would be willing to pair up with newly diagnosed cancer patients. Volunteers would be trained through the Reach to Recovery program, offered by the American Cancer Society.
BMD Screening
Provide BMD Screening and education in the communities


\section*{Winslow Medical Transport}
- Primary objective: to provide an ambulance service with Advanced Life Support (ALS) services to WIHCC and its field clinics for inter-facility transport needs


Types of transports:inter-facility vs.


Total Calls for Medical Transport: 2012-2017
- Medical Transport is averaging 623 calls per year


\section*{Nursing Quality Improvement projects}
- Post-discharge phone calls
- Joint project with Pharmacy completed in 2017.
- Made calls to patients within 3 days of discharge with communication tool.
- Goal met to reduce readmission rates of high risk population.
- Increase WIHCC veteran enrollment in VA benefits.
- Goal to increase VA enrollment by \(10 \%\).
- Overall results showed goal increase met and exceeded to 12.2\%.

\section*{Infection Control}
- 4 categories that reported internally and to relevant agencies.
- Health-care associated infections (HAI)
- Blood culture contamination \& accuracy
- Communicable diseases
- Autoclave sterilization
- Agencies categories are reported to:
- Navajo \& Coconino County Health Department
- Arizona Department of Health
- Centers for Disease Control (CDC)

\section*{WIHCC Summer Youth Development}
- Main objective: to motivate Native American youth to graduate high school \& create a career interest in healthcare.
- A 2 week temporary employment with participating clinical departments.
- For FY 2017, the program was impacted by the new minimum wage law:
- only could offer 2 sessions rather than the usual 3.
* of students particlpated in Summer Vouth program at WIHCC

- limited the number of students we could have this year.
- 170 students participated since 2011.

\section*{Student Testimonial}
\({ }^{\text {ath }}\) Halerie \& Rachel,
:

My name is Leah X00X and I participated in the student program in 2011. Right after the program ended, 1 moved to Boston, Massachusetts where I began my college career at Bay Path Unfversity- Ilived in Massachusetts for two years. At the end of my sophomore yearl decided to take a breakifrom school and signed up for a volunteer missionary service mission for my church. I seved in the California Roseville Mission for 18 months where 1 participared in numerous service activities and taught others about my religious faith. After completing my service, I transferred to Brigham Young University in Provo, Utah. I am happit to announce that last monthI graduated from ByU with a Bachelor's of Science degree in PsychologyliMy uitimate career goal is to become a school psychologistand work with youth In an educationalsetting. thave applied to various graduate schools andlam waiting to hear back from them. If admitted, I will be beginning graduate school in the fall of this year Overall, I am doing well! ! think about my time at the wifCC andl am so gratefulithat ithad the opportunity to wark there. It
opened my eyes to the possibilities of a career and it helped me narrow down what I want to do. Thank you for all that you have done and continue to do. I wish the rest of my peers who partidpated with me the best?

Happy New Year,
Leah XXXXX'

\section*{People: Tuition Reimbursements}

2012-2017 RN tuition reimbursement outcomes


- Nursing remains a strong supporter of higher education for staff.
- Average costs for reimbursements are at \(\$ 6,000 /\) year.

\section*{People: WIHCC Health Scholarships}

- The scholarships were created to encourage and assist young Native American students from our service area to continue their education.
- Average costs are approximately \$16,000/year for 21 students assisted since 2012.

\section*{Nursing Fellowship "Grow Our Own"}

Institute of Medicine: Future of Nursing's goal is to increase proportion of registered nurses with a Bachelors to \(80 \%\) by 2020

Winslow continues to support the continued education of nursing:
- Winslow has increased the number of nurses with a bachelors from \(37 \%\) in 2011 to over \(50 \%\) in 2017
- The number of nurses with Masters degrees has increased to \(14 \%\) (compared to \(5 \%\) in 2011).

\section*{Native American RN Degrees In Division Of Nursing 2013-2017}
- Per the U.S.

Census Bureau in 2012, 13\% American Indians have a Bachelor's degree or higher.
- 8.5\% members of Navajo Nation have Bachelor's degree or higher.


2013-2017
 -19.pat

\section*{People: Nurse Turnover \& Vacancy Rates}


\section*{People: Nursing Workforce}

As a tribal 638 organization, Nursing continuously supports \& advocates for highly qualified Native American nurses.


\section*{People: Nursing Division Positions}

- Currently the CNE oversees 9 programs that includes approximately 100 positions within.

\section*{People: Nursing Division Positions}


\title{
Division of Nursing
}

\author{
Infection Control/Employee Health Medical Transport \\ Women's Health \\ Clinical Care Coordinators
}

\section*{Nursing Organizational Chart}
- The Division of Nursing includes those departments that are largely involved with direct patient care \& its coordination thereof, in collaboration with other multidisciplinary departments.


\section*{Future Plans}
1. Collaborate with healthcare organzations to tmprove health care for the people.
2. Strengthei "Grow Our Own" program to cultivate heatth professionals for the future health care facillty in Dilikon.
3. WHCC 2017-2019 Strategle Plan in place with established Goats and objectives
4. WIFCC Master Plan in place and use this plan for future infrastructural development.
5. Collaborate with Little Colorado Medlcal Centerand other healthcare facilities for inpatlent serrices.
6. Collaborate with NALHS, Dikon Health Care Steering Committee, Consultants, WHCC Staff and Tribal Leaders on Dilkon Health Center project.
7. Continue partnerslitip with 638 Association for support and to excrcise our rights to manage our own health programs and to provide education to the public including Tribal Leaders about seif determination initiative.
8. Present a resolution to Tribal Leaders to renew 638 Title V Self Governance compact for WIHCC with I.H.S for years to come as the current compact agreement expires September 30, 2020.
9. Seck resources to expand and improve programs for the people we serve.

\section*{Ahe'hee' Shi'K'ei doo Shi'Dine'e'}
(Thank you my relatives \(\&\) my people)



\section*{Challenges}
1. Dilkon faclity project: It would be beneflcial to know who will do the construction, IHS or WIHCC, Design whil be completed in November 2018 and if will prevent delays of constriuction if WHEC. continuës under TVA Tille V'Agreement Tille-V, P.L. \(93-638\) Construction.
2. Questionable future funding by the federalgovernument for Communty Health Representatives, Fiealth Education and Fiealth Care Faclity Construction
3. Need better and positive support from the Triballeaders
4. Stronger cultural relevant, innovatire, prevention activities to address devastating diseases by better communcation and coordination amongst all the healtheare providers Including the tribal bealth workers.
5. Recrultment and retention for primary care providers aud nurses dexple the dedirated, long term professionals, we still need more belp as more and more people utilize serwees at Winslow, Dilkon and leupp.
6. Sirategles for maximun collections from Medicare/Midicald and Private Insurauce Comprales.
7. Facilities - WhHCC still hasiless than 3050 of necessary space acconding to NAIHS Master Planand IHS standards (NAIHS avg. \(=414\) b. Design fornem facilty at Dilkonis now underway.
8. CMS: MACRA, MIPS, MEANINGFUL USF- Regulation gnd Tederal mandates increasingly present obstacles to patient care.
9. AFFORDABLE CARE ACT-WIHCC fiscal botiom ine hugely valaerable Ir Medicald ellgiblity and relmbursemenis are rollicil back.

\section*{Challenges}

\section*{Tribal Programs:}
1. Social Services Department in Dilkon is extremely short staffed due to funding issues so responses to referrals are very slow or none at all.
2. 911 calls not readily available on the reservation.
3. Community Health Representatives (CHIR) is short staffed by two positions and short on vehicles, NDOH switching to GSA, no more tribal vehicles.
4. Need full time Navajo Nation Sexually Transmitted Infections employee.
5. Safety issues regarding aggressive pit-bull dogs, roaming in areas of businesses, schools, chapters, and even homes.
6. Reperts of tragic events in the communities where police or law enforcement personnel are not readily available.

\section*{EMPLOYEE APPRECIATION DAY MANAGEMENT TEAM COOKED AND SERVED EMPLOYEES}

Ahe'hee
We give credit and appreciate the dedicated, hard working staff for all the accomplishments at WIHCC and providing quality health care/services to our people. Thank you to WIHCC' staff


\section*{Dilkon Health Center project}
- Program Justification Document (PJD) and Program of Requirement (POR) approved by IHS:
- >154,000 SF, 109 Staff quarters, Level 111 24-hour Emergency Room, 14 short stay beds: 12 beds at Dilkon \& 2 beds at Little Colorado Medical Center (LCMC)
- Cost Estimate: \(\mathbf{>} \mathbf{\$ 2 0 0}\) nillion
- 02/22/17: Navajo Nation Presideut approved and assigned design project to WiHCC.
- 04/1817: THie V-Construction Project Agreemient (TVCPA) for design negotlated and approved by IHS. WHCC Design Teana established.
- All the applicable regulations and pollcies and procedures being used to design the factity Including contracting with architectural firm and consulinnts.
- Design project is on scheduled and to be compieted by the end of the year 2018.


\title{
Public Health Nursing Program
}
 PAN coverseight (8) chapters in Districis \(5 \mathrm{~A} \mathrm{~J}_{\text {, }}\) \& 3 bosdertawns: of Whaslow, Joseph City, Hotbrook
\begin{tabular}{|c|c|c|}
\hline HOAIE VISTS & POPULATION SERITCES & COALIUSIKY SEBYTCES \\
\hline Aduht Mealf! & Clinics & Nepils Aissessmient \\
\hline Breast Feeding Support/Prequancy & Commuricable Diserse Coufrol and Pravemions & Collaboratiow: State, Federal, Navio Nation \\
\hline Chidurem with Special Needs & Eurirouppatal İealth & Paliegt Adrocacy \\
\hline Grouth and Developmant & Sclioot Heaith & Erheation \\
\hline Lead Poisofitur Matiarement & Special Prajexts & Healith Fairs \\
\hline Nexbori/nifan Assessment & Healíl Resources & Chapters \\
\hline Parevitime & Smoluang Cessation & Worlsite Preventise Educatiom \\
\hline Taberrmosis & Immunizations. & Emergency Prepayedness \\
\hline
\end{tabular}

\section*{Quality Management (QM) Division}

QM stalf works with all departiments, oversees activitles to meet customer and regulatory requirements andimprove its effectiveness and efficiency on a contínuous basis. Programs under this division are:
- Patient Advocate
- Patient Registration
- Purchase Referred Care
- Quality/GPRA
- Privacy/hipan
- Health Information Mamagement cultural awareness training in addition to Customer Service training
- Internal Auditor/Deta Analyst
- Risk Managemenu/Compliance
\begin{tabular}{|c|c|c|c|c|}
\hline Helpful, Comiteons Office Staft & 2016 & 2017 & CG CAFIPS 2015; Respomdeal's racolethrichy nsAmericam tadian or Alaskan Native & CG CAHPS 2015; Compiled National Rezults \\
\hline Office Staif Kelpful & 75\%. & 76: & 9596 & 94\% \\
\hline Office stall tourteous * respectiful & NA & \(81 \%\) & 97\% & 975 \\
\hline
\end{tabular}



\section*{Health Promotion/Disease Prevention (HP/DP)}

HPDP Program ahs a concept and promotes healthy lifestyle in partnership with communities; enhances emotional, mental. physical and spiritual well-being using a model, the Navajo philosophy of Four Fundamental Directions including the sacred mountains. पTHCC also has a Vision statement of a healing and creating a hamonious environment.

\section*{Services:}
- Navajo Wellness Model
- Family Culture Awareness
- Annual Wellness Conference
- Youth Wellness Conference
- Fitness Gram Assessment
- Community Fitness Classes
- School Health Education
- SPARKS

Alternative Complimentary Program:
- Massage Therapy
- Traditional Medicine
- MCH Cultural Emichmentethluention
- Men/Women Sweat Lodge
- Lunch \& Learn
- Shoe Game


ITPDP Program collaborates with the resources avallable in the area and appreciates all the support and participations throughout the year. Ahe'hee!

Physical Therapy + Rehabilitation Center
- Five physical therapiats provide evaluation and treatment for patiente with orthopedic, neuromuscular. and post-operative conditions in Winslow and Dilkon
- Farsuell to Michol Laplente, PI, DSC, ECS, he lefi in Februery
- Welcomed Clyte Yellowhair, PT, DPT, CSCS in July. He is a graduale of Northern Arizona University and is a certified sporis and condifioning specialist. He provides exemplary patient care and he has proven to be an asset to the team
- Referred patienls receive comprebenisive theripy and individualized Ireatment consisting of mamal thermpy; therapeutic exercise, therspeutic metivity, balaince training gait trainiag, modalities, home exercise program. and an abundance of patient education on prevention, posture sad boily mechanics.
- We are proud to offer the following specialty servicea:
- Yealibular rebabilitation (treatment lor patients wilb dimziness, vertigo. peripheral and enatral vestibular disordars)
- Cliziral electroneurorayography (diagoostic testiag for identification of werve and mestele disorders)
- Gractor Techaique (soff-itissue iastrament-assizfed mobilization- a lorm of majoual therspy)
- Trigger point dry needing (effective treatmeat for acme and chromic paid)
- Offer annual body mechanics and low back injury prevention training to staff.
- Provide durable medical equipment at no cost to the patients
- Early morning gym access forpatients with diabeter, obesty, general weakness and other ingroiments.


Hózhọógo liná Wellness Center Supported by SDPI

\section*{PROGRAMS:}
- Concession Stand
- Diabetes Clinic
- Diabetes in Pregnancy
- Health and Fitness
- Nutrition


\section*{VETERANS PROGRAM ACCOMPLISIIMENTS \\ Strong working relationship with Veterans, their tamilies \& Veterans Commanders}
- Benefit information for veterans, Chapters, Veterans Summit, Vietrain Veterans Pinning Ceremony, Wells Fall Harvest White Cone Veterans Day Ceremony on 11/11/17. Served over 210 velerans
- Veterain Services section on WHHCC website, WIHCC Facebook, article in Yáát'ééh Wewslettert; and KTNN.
- Partnered with Arizona Department of Veterans Services to offer video benefits counseling for disability claims, pensions, and compensation. To date, twelve (12) veterans have used this service and there is a walting.
- 1-4 Face-lo-Facemeeting with Veterans daily.
- Site visits to VA programs at Holbrook, Flagstaff and Hopi to meet with staff nedical providers and leam about clinic operations.
- Hosted a Veterans Suicide Prevention Workshop and invited WIHCC staff and local community health providers (July).
- Quolity Improvement study for AAAHC survey on Veterm Enrollneut and presented infornation about the program to the AAAAC surveyors.
- Surveyed over 100 veterans to determine high priority needs -Postranmatic Stress Dlsorder (PTDS) counseling durable equipnienf and other concems.
- Created database and worked with Prescott VA for updated enrollment.
\begin{tabular}{|c|c|c|}
\hline VA Enroliment & 2016 & 2017 \\
\hline Vets enroller within servicearea & 17 & 206 \\
\hline Sell Ideptified Vets fa serviceares. & 373 & 902 \\
\hline Vets Eiralledwith VA & \[
\begin{gathered}
19.18 \\
4 \\
\hline
\end{gathered}
\] & 221336 \\
\hline Earolled Vets from diflerent areas & 247 & 283 \\
\hline All self-ideatified Vets all.areas & 1737 & 188 \\
\hline Vets emrolled th VA Grom all areas & \[
14.27
\] & 1560\%* \\
\hline
\end{tabular}
- Worked with homeless yeterats via assignment to a HUDNASH case worker.
- Partierships with VA, VBA staff, Arizona Department of Veteraus Services, AZ American Indian Veterans Town Hall (Ft. McDowell), AZ Veterans Symposium (Mesa), veteran service organizations at VA Navigator Training, and Military Culture Training.

\section*{2018 Goals for Veterans Program}
- Increase veteran enrolment for tianedical benents by 10\% annually.
- Education on benefil at all 8 chapters with VA staff and coordinate and host veteran benefit meefings.
- Collaboration with VA sites, rural heaith coordinators, Hopi Veteran Services, and WIHCC medical staff
- Media and social media presence including Ya'át'eéb newsletter.
- 03/21/18: Veteran Resource Fair with \(30+\) exhibilors, i.e., VA Bencefit Adm., Camp Navajo, AZ Dept. of VA Services, HUDNASH Housing Program, VA Agent Orame Registry, Veterans Justice Oitreachi, VA PTSD counselor Flagstaff VA Clinic. AZ Coalition for Miliary Families, and other veteran service orgatizations.
- Partner with Arizona Coalition for Military Families to Host a PTSD workshop for veterans.
- Develop Veteran Resource Guide for veterans for enrollment, to obtain benefits and other services.
- Collaborate with AZ Coalition for Military Families on March 20 to educate local veteran service providers about the Be Connected strvices and receive training about military culture,
- Provide health promotion/disease prevention education, PCP assignment, women's healiht for vaccine informationclinics. DSME clinic and coordinating with other health care professionals.
\begin{tabular}{|c|c|c|c|}
\hline \multicolumn{4}{|l|}{Workimg with Clinical Care Condinators, wasigning vetersms to panelsand to different resonrces} \\
\hline Cure Coonitinatert ang lat whb Matilts tor Ketermint & Nolucol Patrerratip Gor hemer reapiry and buid ranpa & Prorite asslatumetho Primis Cant Prwiters (PCP) re Yeternin &  Dombelliang Cire \\
\hline Behandoral Hicald 量 Coinsofllag Sertitits &  Heunlog & \begin{tabular}{l}
Corntinume with PGNH re Veterne: \\

\end{tabular} & IA spectaig Ceve Clluira (Shath Trumentic. Bralolin) \\
\hline Reflemil to VA PTSD Cerinselor & Aneitares cherin hat DD.2144e and menaly & \begin{tabular}{l}
 \\

\end{tabular} &  tranEits fiom VA \\
\hline Purrhise Relterred Cary Sledital and Bentioniornl Henthr & Reftral to Phoentr. Preuctoth Alraquerque VA Esalif Fecllities & \begin{tabular}{l}
Geordinate with ViA for refioralts. \\
 \\

\end{tabular} &  factilites \\
\hline
\end{tabular}

\section*{Dental Program}


Mobile Dental Van Programs:
- Sealani Program-completed 900 exams and placed 1,912 sealants in 2017
- HeadStart Program-66chlldrem
- Dental Hyglene Program-completed hygtene treatoment on 131 students
- NAOMD House-completed treatuent on all resideats

\section*{Periodontal Clinic:}
- Implant placement-95 tmplants placed in 2017
- Osaeous suiggery
- Crownlengthening

CERECClinic:
- Provides crowns made lo-house
- Increases number of patients that recelve prosthetics

Ortho Clinic:
- 59 consults in 2017
- 65i patient visits in 2017
- Services provided in Leupp, Dilkon and Winslow

Dental Residency Program
- 7 dental residents completed AEGD
- 2 residents are nopr attending providers
- 2088-2019 restdency class will have 9 resident providers
School Programs
- Leupp
- Dikkon

Winslow Campus of Care
- See patients on Tuesday miornings
- Completed acreentag of 64 pattents at the home and triaged patients based on need

\section*{NURSING DIVISION}

Chief Nurse Executive oversees 9 programs that includes approximately 100 positions within
(Vacmacy rate - One (1) wi lhe endior FY-2017
Native Americmin RNs, Increase from \(57 \%\) to \(59 \%\) 44\% of \(59 \%\) have BSN; 7\% have Minster's Degrees.


Wharsing Edaction \& Recruitmeot
Lnfection centrol
Emplayee health

\section*{WIHCC Employees}

\section*{2002:}
- 189 Indian Health Service staff (Civil Service and Commission Officers)

2017:
- 21 Commissioned Officers
- 1 IPA (Federal - Civil Service)
- 398 Corporate Employees
- 319 Navajo Employees ( \(77 \%\) )
- 9 Non-Navajo Nabive Enployees ( \(2 \%\) )
- 89 Non-Native Employees ( \(21 \%\) )
- 420 Total Employees
- 33 Vacant positions

Grand TOTAL: 453 Positions TURN OVERRATE

According to CompDate Survey, the uational turnover rate in healiheare vas 14.2 m in 2015 comparted to WhHCCs turnover rate of \(\mathbf{1 3 . 3 8 \%}\) Tundover Rate

MEDICAL \& DENTAL PROVIDERS
- 21 Physicians (2 vacont positions)
- 1 Prychintrist
- 1 Surgeons
- 1 Cacdiologint
- 1 Nerologiat
- 1 Podintrist
- 6 Nurse Practitioners (2 Vacant Positions)
- 3 Physician Assistants
- 3 Optometrists
- 5 Physical Therapists
- 8 Dentists
- 4 Dental Hygienists

Total: 54 Provider Rositious

\section*{Medical Services}

At Winslow, Dilkon, Leupp
- Primary Care and Family Practice
. Maternal/Child Health
- Diabetes and Nutrition
- Behavioral Health
- Substance Abuse Treatment
- Dental Care
- Physical Therapy
- Pharmacy
- Laboratory (Limited at Dilkon and Leupp)

Provided at Winslow only including Specialty Services
- Surgery
- Cardiology
- Opiometry
- Podiatry and Wound Care
- Urgent Care - nights/weekends
- Medical Imaging / CT
- Laboratory
- Neurology
- Clinical Electrophysiology: EMG/NCV
- Hospital Services at Litlle Colorado Medical Center

\section*{WORKLOAD - User Population-Federal \& Tribal}

WIHCC User Population has an annual growih rate of \(1.27 \%\) and is the only Service Enit to Increase in the Navalo Area In FY 2017
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline ServiceiUnlt & YY 2007 & Fir 2604 & Fis 3000 & 513010 & FY 2011 & FY \({ }_{\text {data }}\) & 57 2014 & 15 2014 & F7: 2085 & F7 2916 & EF 2017 \\
\hline Chinle & 33,535 & 33,058 & 34,700 & 34,675 & 15,027 & 35.016 & 35,027 & 34,902 & 34,55] & 44,25 & 33,684 \\
\hline Crownpoint & 20,379 & 20,4,59 & 21,400 & 21300 & 19,74 & 20.551 & 19.737 & 10,791 & 12,710 & 19,470 & 19,230 \\
\hline ct, Deflanice & 30,931 & 30,678 & 29,774 & 20.213 & 29.15 & 29.435 & 29.120 & 26,726 & 18,520 & 29.503 & 27.867 \\
\hline Gttup & 1,4, 12 & 43,539 & 41861 & 41731 & 43,273 & 43300 & 4375 & 13,396 & 43.140 & 43,750 & 12,324 \\
\hline Kayente & 17231 & 17358 & 85,48 & 18 ds & 118,295 & 11332 & 18.295 & 10,6\% & 19,120 & 19:23 & 19.119 \\
\hline Shlprock & 51.34 & 51,975 & 52.500 & 59,685 & 53,915 & 33,40 & 53.815 & 54,485 & 53.69 & 52,989 & 52,263 \\
\hline Tubacity & 21,438 & 28,151 & 25,854 & 21595 & 31.300 & \(30 \times 5\) & 31.300 & 30, \({ }^{\text {ch }}\) & 30,58 & 30, 14 & 30,033 \\
\hline Winuione & 15,361 & 15850 & 16.14 & 16,482 & 16,665 & 18620. & 18665 & 1689 & 16108 & 27276 & 17,425 \\
\hline ArenTofal & 27741 & 23874 & 大hat &  & H23030 & 2+exst & \(\boldsymbol{x}+4\) & 276n5 & \[
\text { 4x }+5
\] & 2420\% & 211.818 \\
\hline
\end{tabular}

Winsiow User Population by Fical Year


Number of Patient Visits at WHHCC


\title{
Purchased Referred Care (PRC): Expenditures versus Budget by Fiscal Year
}


\section*{Budget: Grants Management Services}

In collaboration with WIHCC departments, community organizations, grantors, for the purpose of securing funds to maintain and enhance WIHCC services and programs. The following grants were approved and received for these programs.
\begin{tabular}{|c|c|c|}
\hline Recipient Department & Grant/Grantor & Award Amount \\
\hline Dental Moblle Van & Wells Fargo & 5,000,00 \\
\hline Dental Moblle Van & Deita Dental & 25,000.00 \\
\hline Dental Mobile Wan & Childrens Smile Prolect(Baoks) & 150.00 \\
\hline Diabetes Program & Walmart Fondeation & 2,500,00 \\
\hline Dlabeles Program & Health Active Native Com & 8,000.00 \\
\hline Dlabetes Program & Specisl DM Prog lintlative (Fed) & 183,59800 \\
\hline Meth/Sulcide Prevention Iniliative & MSPI (Fed) & 175,000,00 \\
\hline Dental Department & Tribsil Medical Equipment Fund-IHS-OEH\&E & 5251,958.00 \\
\hline
\end{tabular}


\section*{COLA (Lab) Accreditation 8 . Physical Therapy Rehabilitation License}


WIHCC Budget: 2002 to 2018

- Fcueral Contract Amount
- EAC Requests:
- \(3^{\text {nl }}\) Party Collections:
- Interest:
- Meanlogful Use:
- Stevens Bill:
- Reserves:

TOTAL
- Differeace

\(\$ 29,974,423\)
560.200
\(\$ 34,500,000\)
\$850,000
S 150,000
\$40,400
\$40,000
S65,514.423
\$114,802 (+balance)

CLEAN FINANCIAL AUDITS SINCE 2002

\section*{Accredited By Accreditation Association For Ambulatory Health Care (AAAHC)}
- In September 2017, AAAHC successfully completed site survey.
- Over 800 standards reviewed by the surveyors. All the recommendations regarding partial complaints or non-complaints are being addressed or have been addressed.
- WIHCC will maintain accreditation for next 3 years, including certification as a Patient Centered Medical Home at all three clinics-Winslow, Dilkon, Leupp.

\section*{AAAHC KERSHNERAWARD}

Collaborative efforts by Nursing and Pharmacy staffs to improve readmission rates and soon the AAAHC Expert panel selection for award. Bernard Kershner Award recognizes exemplary quality improvenent studies, an evidence of fanovative thinking, working as a team, and setting an example that can be used in other ambulatory health care settingsfor other ambulatory health care issues.

\section*{Accreditation}


\section*{Organizational Chart}


\section*{Historical Information About WIHCC}


Augusp 16, 2002.
PL 93-638 Agreamert signed by whicce \& ins:


102TH1931:
Land parchased by with. Datafor 510 and douated to U.S. Goveramene for heallh serices for lidizii people.
1232:
Tuberculosis (TB) Sanitarinma beilit by Bureav of Imdiam Affairy (BIA) to treat patieate with Tuberculosis.
1935:
BL4 hid S10 far addriomal lasdj liged base increazed
1854:
Sanitarium closed for iuparieal hospital
1974:
P.L. 93-638, Indian SelfoDetermination Act zigaed by Nixon, authoriving Tribes to rus their own bealth programs
1972:
The bospital dosed for ambulatory (outpatiens) benlib ceater
2001: WIHCC Articles of Imeritporation Filed with the Navajo Nation.
zo02:
Navaja Nation Council enNC) authorized 638 pillot projects for WHACC, Tuba City abd Utab-LNHIS.
06003,05:
NNC reauthorized the 3 eorperafions to a 15 -year poriod; 1010195 - 05/30/20.
07210:
NNC approved legishation for Self-Goreranace, Title-V for WiHCC, Tilia City and Citali UNHS
\(070612:\)
Tition Compact \&Multi-Year Funding Agreement approved by ins.
\(0972 \pi 4\)
Medical Ollice Buildiaz (Ambalatory Care Facility) opened, ftuded solety by HTHCC.



Winslow Indian Health Care Center Service Area
District 5 (Tolani Gke, Leupp, Birdiphngs) BiDistrict 7 (Jeddito, Whife Cong, Indian Whils, pikon, Teasto) E Bordertowne (Whalow, doieph Cly, Holbrook).


\section*{WIHCC BELIEFS:}

> values
> Hozholl doo Ke (Harmonious Relatlonships)

\[
2017 \text { ANNUAL REPORT }
\]

\section*{whit WINSLOW INDIAN HEALTH CARE CENTER}



May 7, 2018

\author{
Honorable Jonathan Hale, Chair \& \\ Health, Education and Human Services Committee \\ Post Office Box 3390 \\ Window Rock, Arizona 86515
}

\section*{Re: 2017 WIHCC Annual Report}

Dear Honorable Jonathan Hale, Committee Chair and Members:
On behalf of the Winslow Indian Health Care Center (WIHCC) Board of Directors (BOD) and Management Team, I am pleased to provide you with the enclosed Fiscal Year (FY) 2017 Annual Report for the WIHCC. The compiled report includes accomplishments covering FY 2017 (October 1, 2016 - September 30, 2017) and several additional progress reports for activities continuing into FY 2018.

The report illustrates the commitment and accountability by WIHCC staff in carrying out our strategic plan, meeting Accreditation Association for Ambulatory Health Care (AAAHC) standards, fulfilling " 638 " scope of work and other applicable rule and regulations by the State, Navajo Nation, and Indian Health Service. It is through the continued support of our tribal leaders and Board of Directors that WIHCC is able to have such a positive impact on the health and well-being of the people we serve. Our staff continues to uphold the mission of providing quality health care and creating a healing and harmonious environment with Hozhojii do K'e.

Flease feel free to contact me if you have any questions at 928-289-6100 or Dawn Williams, Executive Assistant/Credentialing Coordinator at 928-289-6244. Ahe'hee (Thank You).

Sincerely,

\section*{CC: Russell Begaye, President of the Navajo Nation Jonathan Nez, Vice President of the Navajo Nation Jennifer Cooper, Director, Office of Tribal Self-Governance Brian Johnson, Acting Area Director, NAlHS Dr. Glorinda Segay, Executive Director, Navajo Department of Health WIHCC Board of Directors (8)}

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From: Pete, Sally
Sent Friday, June 08, 2018 2:23 PM
To: Nez, Normanda
Subject: FW: AEGD End of 2017 CODA Site Visits
From: Barnes, Thomas
Sent: Friday, November 17, 2017 9:40 AM
To: Pete, Sally
Cc: Armao, Frank
Subject: FW: AEGD End of 2017 CODA Site Visits
Thanks for alf your support for the entire program.
Tom
From: DEmilio, Anna [mailto:Anna.D'Emilio@nyumc.org]
Sent: Thursday, November 16, 2017 8:07 PM
To: Stillwell, David; Ramos, Calix; Kotmel, Linda; Hernandez, Jennifer; Bina, Babak; Merker-Eisen, Lara; Goldberger, Robert; Azzaretti, Charles; Jerrold, Laurance; Kane, Danjel; Ottenio, Barbara; Franck, Etienne; Mason, Margaret; Marshall, Stephen; Lieberman, Martin; Demby, Neal; Edobor, Osazuwa
Cc: Caputo, Anthony; Blackman, Darrin; Barnes, Thomas; Rinaudo, Philip; Clark, Nery; Richardson, Debbie
Subject: AEGD End of 2017 CODA Site Visits
Photo: from left to right - Dr. Darrin Blackman, Dr. Thomas Barnes and
Dr. Anthony Caputo.

Hello Everyone,
On November 14 and 15, the Winslow Indian Health Care Center in Winslow, Dilkon and Leupp, Arizona underwent a CODA comprehensive review ( 7 -year cycle). This is the 2 nd CODA comprehensive review for our friends in the northern Arizona region.
I'm pleased to announce that they received no recommendations or suggestions. Further, they received a verbal commendation about the support \& resources provided to the residents and faculty by the Chief Dental Officer - Dr. Thomas Barnes and the Deputy Chief Dental Officer - Dr. Darrin Blackman.

This marks the end of CODA site visits in 2017 for the AEGD program and we ended on a wonderfully high note!
My thanks to our friends and partners at the Winslow IHCC; Dr. Blackman and Dr. Barnes are an example of the level of excellence achieved with providing our residents with an exceptional residency experience and serving as mentors and inspiring our residents.

My thanks to Dr. Caputo for his support towards preparing for the CODA site visit. He'll soon be celebrating 20 years with our program and has considerable experience with CODA site visits in his AZ region and the West Central zone.

My thanks to the GDE team members Dr. Phil Rinaudo, Dr. Nery Clark and Ms. Debbie Richardson for their work towards data collection and organization \& developing the CODA reports and Box folder system.

If I don't have the opportunity to see you or speak with you before the holiday, may you and your families all enjoy a happy and blessed Thanksgiving.

My best regards,
Anna

Anna D'Emilio, DDS, MA
Director, AEGD Program
NYU Langone Hospitals
Anna.D'Emilio@riyumc.org



\title{
Arizona Department of Health Services (ADHS)
} Physical Therapy
\begin{tabular}{|l|l|l|l|}
\hline \begin{tabular}{l} 
Siemens Clinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & \begin{tabular}{l} 
Urine Qualitative Dipstick \\
Bilirubin
\end{tabular} & No \\
\hline \begin{tabular}{l} 
Siemens Clinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & \begin{tabular}{l} 
Urine Qualitative Dipstick \\
Blood
\end{tabular} & No \\
\hline \begin{tabular}{l} 
Siemens Cinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & \begin{tabular}{l} 
Urine Qualitative Dipstick \\
Glucose
\end{tabular} & No \\
\hline \begin{tabular}{l} 
Siemens Clinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & \begin{tabular}{l} 
Urine Qualitative Dipstick \\
Ketone
\end{tabular} & No \\
\hline \begin{tabular}{l} 
Siemens Clinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & \begin{tabular}{l} 
Urine Qualitative Dipstick \\
Leukocytes
\end{tabular} & No \\
\hline \begin{tabular}{l} 
Siemens Clinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & \begin{tabular}{l} 
Urine Qualitative Dipstick \\
Nitrite
\end{tabular} & No \\
\hline \begin{tabular}{l} 
Siemens Clinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & Urine Qualitative Dipstick pH & No \\
\hline \begin{tabular}{l} 
Siemens Clinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & \begin{tabular}{l} 
Urine Qualitative Dipstick \\
Protein
\end{tabular} & No \\
\hline \begin{tabular}{l} 
Siemens Clinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & \begin{tabular}{l} 
Urine Qualitative Dipstick \\
Speclfic Gravity \\
Urine Qualitative Dipstick
\end{tabular} & No \\
\hline \begin{tabular}{l} 
Siemens Clinitek Advantus Urinalysis \\
Analyzer
\end{tabular} & Moderate & \begin{tabular}{l} 
Urobilinogen
\end{tabular} \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline TRINITY BIOTECH UNI-GOLD RECOMBIGEN HIV TEST & Waived & HIV-1 Antibody & Yes \\
\hline Inverness Medical, Clearview Monoplus II & Waived & Infectious Mononucleosis Antibodies (Mono) & Yes \\
\hline Abbott Architect c 4000 + i 1000sr & Moderate & Rheumatold Factor (RF) & Yes \\
\hline \multicolumn{4}{|l|}{Specialty: Microbiology / Mycology} \\
\hline All KOH Preparations & Moderate & Fungi - Fungal elements only & No \\
\hline \multicolumn{4}{|l|}{Specialty: Microbiology / Virology} \\
\hline BINAXNOW INFLUENZA A\&B TEST & Waived & Influenza AB & Yes \\
\hline Alere i Influenza A \& B Test & Waived & Influenza AB & Yes \\
\hline BINAX NOW RSV TEST & Waived & Respiratory syncytial virus & Yes \\
\hline \multicolumn{4}{|l|}{Specialty: Hematology / Coagulation} \\
\hline Instrumentation Laboratory ACL Elite/ElitePro & Moderate & Prothrombin Time (PT) & Yes \\
\hline \multicolumn{4}{|l|}{Specialty: Microbiology / Parasitology} \\
\hline All Direct Wet Mount Preparations & Moderate & Trichomonas & No \\
\hline \multicolumn{4}{|l|}{Specialty: Chemistry / Urinalysis} \\
\hline All Manual Microscopic Analysis of Urinary Sediment & Moderate & Urinary Sediment Microscopic Elements & No \\
\hline Bayer ACETEST Reagent Tablets & Waived & Urine Dipstick or Tablet Analytes, nonautomated & No. \\
\hline Bayer MULTISTIX 10 SG Reagent Strips & Waived & Urine Dipstick or Tablet Analyles, nonautomated & No \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline All Manual Cerebrospinal Fluid Cell Count Procedures & High & Cerebrospinal Fluid Microscopic Elements & No \\
\hline BIOSITE, NC, TRIAGE D-DIMER TEST & Moderate & D-dirner & No \\
\hline STRECK LABORATORIES A1 ANALYS INSTRUMENT ESR-AUTO PLUS & Moderate & Erythrocyte Sedimentation Rate (non-waived proced) & No \\
\hline CELL-DYN Ruby System & Moderate & Hematocrit & Yes \\
\hline CELL-DYN Ruby System & Moderate & Hemogiobin & Yes \\
\hline HemoCue Hemoglobin System & Waived & Hgb, single analyte inst. whself-cont... & No \\
\hline All Methylene Blue Wet Mount Preps for Fecal Leukocytes & Moderate & Leukocytes, Fecal & No \\
\hline CELL-DYN Ruby System & Moderate & Platelet Count & Yes \\
\hline CELL-DYN Ruby System & Modcrate & Red Blood Cell Count (Erythrocyte Count) (RBC) & Yes \\
\hline CELL-DYN Ruby System & Moderate & White Bload Cell Count (Leukocyte Count) (WBC) & Yes \\
\hline CELL-DYN Ruby System & Moderate & White Blood Cell Differential (WBC Diff) & Yes \\
\hline All Manual WBC Diff Procedures & Moderate & White Blood Cell Differential (WBC Diff) & Yes \\
\hline \multicolumn{4}{|l|}{Specialty: Diagnostic Immunology / General Immunology} \\
\hline Abbott Architect c \(4000+i 1000\) sr & Moderate & C-Reactive Protein (CRP) & No \\
\hline Fisher Healthcare Sure-Vue H. pylori Test & Waived & Helicobacter pylori Antibodies & No \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline -STAT i-STAT Portable Clinical Analyzer Madel 100 & Moderate & PO2 & Yes \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000 \mathrm{sr}\) & Moderate & Potassium & Yes \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Potassium & Yes \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000\) sr & Moderate & Prostatic Specific Antigen (PSA) & No \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Protein, Total & Yes \\
\hline Abbott Architect c \(4000+i 1000 \mathrm{sr}\) & Moderate & Protein, Total & Yes \\
\hline Abbott Architect c 4000 + i 1000sr & Moderate & Protein, Total (urine) & No \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000 \mathrm{sr}\) & Moderate & Sodium & Yes \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Sodium & Yes \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000 \mathrm{sr}\) & Moderate & Triglyceride & Yes \\
\hline Abbott Architect c 4000 +i 1000sr & Moderate & Troponin-1 (Cardiac) & No \\
\hline Abaxis Piccolo Porlable Blood Analyzer & Moderate & Urea (BUN) & Yes \\
\hline Abbott Architect c 4000 + 11000 sr & Moderate & Urea (BUN) & Yes \\
\hline Abbott Architect c \(4000+i 1000 \mathrm{sr}\) & Maderate & Uric Acid & Yes \\
\hline Abboti Architect c \(4000+i 1000\) sr & Maderate & Vitamin B12 & No \\
\hline \multicolumn{4}{|l|}{Specialty: Hematology / Routine Hematology} \\
\hline All Body Fluid Elements Microscopic ID Procedures & High & Body Fluid Microscopic Elements & No \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline Abbott Architect c \(4000+i\) 1000sr & Moderate & Creatinine & Yes \\
\hline Abbott Architect c \(4000+i\) 1000sr & Moderate & Creatinine (urine) & No \\
\hline HEMOSURE ONE-STEP FECAL OCCULTBLOOD TEST & Waived & Fecal Occult Blood & No \\
\hline Clarity Hemosure One-Step Immunological Fecal Occult Blood Test & Waived & Fecal Occult Blood & No \\
\hline Abbott Architect c \(4000+11000\) sr & Moderate & Gamma Glutamyl Transferase (GGT) & No \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000 \mathrm{sr}\) & Moderate & Glucose & Yes \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Glucose & Yes \\
\hline Roche Diagnostics ACCU-CHEK Inform II Blood Glucose Manitoring System & Waived & Glucose Monitoring Devices (FDA Cleared/Home Use) & No \\
\hline Bayer DCA 2000* Analyzer & Waived & Glycosylated Hemoglobin ( Hgb A1C) & No \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000 \mathrm{sr}\) & Moderate & HDL Cholesterol & Yes \\
\hline Abbott Architecł c \(4000+i 1000\) sr & Moderate & Lactate Dehydrogenase
(LDH) & Yes \\
\hline Abbott Architect c \(4000+11000 \mathrm{sr}\) & Moderate & Lactic Acid (Lactate) & No \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000 \mathrm{sr}\) & Moderate & Lipase & No \\
\hline Abbott Architect c 4000 + 1000 sr & Moderate & Magnesium & Yes \\
\hline 1-STAT i-STAT Portable Clinical Analyzer Model 100 & Moderate & PCO2. & Yes \\
\hline Abbott Architect c \(4000+11000 \mathrm{sr}\) & Maderate & Phosphorus & No \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline Abboft Architect c \(4000+\mathrm{i} 1000 \mathrm{sr}\) & Moderate & B-Type Natriuretic Peptide (BNP) & No \\
\hline Biosite Triage Meter & Moderate & B-Type Natriuretic Peptide (BNP) & No \\
\hline Abbott Architect c 4000 +i 1000 sr & Moderate & Bilirubin, Direct & No \\
\hline Abbott Architect c 4000 +i 1000 sr & Moderate & Bilirubin, Total & Yes \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Bilirubin, Total & Yes \\
\hline I-STAT i-STAT Portable Clinical Analyzer Model 100 & Moderate & Blood Gases & Yes \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Calcium, Total & Yes \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000 \mathrm{sr}\) & Moderate & Calcium, Total & Yes \\
\hline Abbott Architect c \(4000+i 1000 \mathrm{sr}\) & Moderate & Carbon Dioxide, Total (CO2) & No \\
\hline Abaxis Piccolo. Portable Blood Analyzer & Moderate & Carbon Dioxide, Total (CO2) & No \\
\hline Abbott Architect c 4000 +i 1000sr & Moderate & Cerebrospinal Fluid (CSF) Protein & No \\
\hline Abbott Architect c \(4000+11000 \mathrm{sr}\) & Moderate & Chioride & Yes \\
\hline Abbott Architect c 4000 + 11000 sr & Moderate & Chotesterol & Yes \\
\hline Abbott Architect c 4000 +i 1000sr & Moderate & Creatine Kinase (CK) & Yes \\
\hline Abbott Architect c \(4000+i 1000 \mathrm{sr}\) & Moclerate & Creatine Kinase MB Fraction (CKMB) & Yes \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Creatinine & Yes \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline All Antimicrobial Susceptibility & High & Aerobic \&/or Anaerobic Organisms-unlimited sources & Yes \\
\hline All Gram Stain Procedures - Other than Urethral'Endocervical & High & Aerobic/Anaerobic Organ.Other than Ureth/Endocerv & Yes \\
\hline BIOMERIEUX BACT/ALERT & Moderate & Aerobic/Anaerobic Organisms from Blood Culture & No \\
\hline Meridian Bioscience illumigene C. difficille & Moderate & Clostridium difficile & No \\
\hline BioStar Acceava Strep A Test & Waived & Streptococcus, group A & Yes \\
\hline \multicolumn{4}{|l|}{Specialty: Chemistry/Routine Chemistry} \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Alanine Aminotransferase (ALT) (SGPT) & Yes \\
\hline Abbott Architect c 4000 +i 1000sr & Moderate & Alanine Aminotransferase (ALT) (SGPT) & Yes \\
\hline Abbott Architect c 4000 + i 1000sr & Moderate & Albumin & Yes \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Albumin & Yes \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Alkaline Phosphatase (ALP) & Yes \\
\hline Abbott Architect c \(4000+i 1000 \mathrm{sr}\) & Moderate & Alkaline Phosphatase (ALP) & Yes \\
\hline Abbott Architect c \(4000+i 1000 \mathrm{sr}\) & Moderate & Ammonia, Plasma/Serum & No \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000\) sr & Moderate & Amylase & Yes \\
\hline Abbott Architerd c \(4000+i 1000\) sr & Moderate & Aspartate Aminotransferase (AST) (SGOT) & Yes \\
\hline Abaxis Piccolo Portable Blood Analyzer & Moderate & Aspartate Aminotransferase (AST) (SGOT) & Yes \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline Abbott Architect c 4000 +i 1000 sr & Moderate & Carbamazepine & Yes \\
\hline MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System & Moderate & Cocaine Metabolites & No \\
\hline Abbott Architect c 4000 +i 1000sr & Moderate & Digoxin & Yes \\
\hline Abbott Architect c \(4000+11000 \mathrm{sr}\) & Moderate & Ethanol (Alcohol) & Yes \\
\hline MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System & Moderate & Methadone & No \\
\hline MedTox Diagnostics, Profile - \(V\) MedToxScan Drugs of Abuse Test System & Moderate & Methamphetamines & No \\
\hline MedTox Diagnostics, Profile - \(V\) MedToxScan Drugs of Abuse Test Sysfem & Moderate & Oplates & No \\
\hline MedTox Diagnostics, Proflle - V MedToxScan Drugs of Abuse Test System & Moderate & Oxycodone & No \\
\hline MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System & Moderate & Phencyclidine (PCP) & No \\
\hline Abbott Architect c 4000 j 1 1000sr & Moderate & Phenytoin & Yes \\
\hline Abbott Architect c 4000 +i 1000sr & Moderate & Salicylates & No \\
\hline MedTox Diagnositics, Profile - V MedToxScan Drugs of Abuse Test System & Moderate & Tricyclic Antidepressants & No \\
\hline \multicolumn{4}{|l|}{Specialty: Microbiology / Bacteriology} \\
\hline All Conventional Organism Identification (ID) & High & Aerobic \&/or Anaerobic Organisms-unlimited sources & Yes \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline Instrument & Complexity & Analyte & Regulated? \\
\hline \multicolumn{4}{|l|}{Specialty: Chemistry / Endocrinology} \\
\hline Abbott Architect c 4000 + i 1000sr & Moderate & \begin{tabular}{l}
25-Hydroxyvitamin D(25-OH- \\
D)
\end{tabular} & No \\
\hline Abbott Architectc \(4000+1\) 1000sr & Moderate & HCG, Beta, Serum, Quantitative & Yes \\
\hline Abbott Architect c \(4000+\mathrm{i} 1000 \mathrm{sr}\) & Moderate & \begin{tabular}{l}
Thyroid Stimulating Hormone \\
- high sens. (TSH-HS)
\end{tabular} & Yes \\
\hline Abbott Architect c \(4000+1\) 1000sr & Moderate & Thyroxine, Free (FT4) & Yes \\
\hline Sekisui Diagnostics, LLC, OSOM hCG Combo Test & Waived & Urine HCG by Visual Color Comparison Tests & No \\
\hline \multicolumn{4}{|l|}{Specialty: Chemistry / Toxicology} \\
\hline Abbott Architect c 4000 +1 1000sr & Moderate & Acetaminophen & No \\
\hline MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System & Moderate & Amphetamines & No \\
\hline MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System & Moderate & Barbiturates & No \\
\hline MedTox Diagnostics, Profile \(-V\) MedToxScan Drugs of Abuse Test System & Moderate & Benzodiazepines & No \\
\hline MedTox Diagnostics, Profile -V MedToxScan Drugs of Abuse Test System & Moderate & Buprenorphine & No \\
\hline MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System & Moderate & Cannabinoids (THC) & No \\
\hline
\end{tabular}

\section*{Tests Performe d \& Instruments Used in the Laboratory}

COLA strives to accurately represent your test menu. Please be aware that we make every effort to match your test system to approved test systems listed in the FDA database. When an exact match is not possible, we will choose the test system which most accurately matches your test system. Any errors in the list of tests performed should be submitted to COLA with your Agroment to the Plan of Required Improvement.


\title{
2017- Annual Facility \\ Management Report
}

\author{
Maintenance \\ Security \\ Engineering \\ Bio-Medical (by service contract) \\ Telephone - special systems
}

\section*{Facilities Management: Security}
- The security department goal is providing a safe \& secure environment for patients, staff, \& visitors
- protect assets at WIHCC facilities and satellite clinics
- WIHCC encountered one incident of Code Silver ( Weapon Involved Incident ) at MOB Urgent Care on the morning of November 02, 2017
- Patient brought loaded pellet gun while awaiting patient care.
- A guard quickly disarmed the gun from patient \& Winslow police took patient into custody

\section*{Facilities Management: Security}
- WIHCC Security Department decreased security incidents for FY 2017 by having two (2) guards at both satellite clinics.
- Nine (9) full-time guards successfully completed MOAB certifications on November 12, 2018.
-3 day intense training in use of baton, handcuffing techniques, pepper spray, and defensive tactics.
- Guards do not carry equipment until they successfully pass \(90 \%\) or better on the written tests.

\section*{Facilities Management: Completed Projects}

Helipad-Ditkon Campus
- 63'x63' concrete landing pad-Fenced in
- 125' walkway from clinic door to pad
- Photoeye turns lights on
at dusk and off at dawn
- 8 Marker lights
- 2 floor lights
- 1 windsock (LED)


\section*{Facilities Management: Completed Projects}
I.T. Shed - Dilkan Campus
- Relocated from the repeater tower site in Birdsprings,
- Shed was set on a slab foundation next to the Dilkon campus tower.
- Has electricity and on generator
- It will be utilized as the I.T. Room for the campus as it grows.


\section*{Facilities Management: Completed Projects}


Facilities Management: Completed Projects

Drainage Improvements - Winslow Campus.


Facilities Management: Completed Projects

Clinic Flooring Replacement - Dilkon Campus




Facilities Management: Completed Projects

Dental Floor Rehab - Winsiow Campus



\section*{Facilities Management: Completed Projects}


\section*{Facilities Management: Completed Projects}


\section*{Facilities Management: Completed Projects}


Facilities Management: Completed Projects

Wellness Floor Renovations - Winstow Campus



\section*{Facilities Management: Completed Projects}


\section*{Facilities Management: Completed Projects}

New HVAC unit - Physical Therapy, Safeway Plaza


\section*{Facilities Management: Completed Projects}

Hogan Renovation - Winslow Campus


\section*{Facilities Management: In-Progress Projects}
- Winslow Campus:
- New Modular Dental Building - Spring 2018
- Walking Trail Upgrade - February 2018
- WI-4 Annex Roofing - Summer 2018
- Dilkon Campus:
- DHC Project - Design - Winter 2018
- Leupp Campus:
- Helipad - Summer 2018

\section*{Facilities Management: Training 2017}
- Auto CAD/Auto CAD LT 2017 Beyond Basics
- NFPA 99 \& 101
- Title I \& Title V Construction Project Agreements
- Radio Frequency Training Fundamentals
- Hands-on "Electrical \& Plumbing Maint. Part 1 \& 2
- CS 101 Telecom, Datacom \& Networking
- NAIHS Healthcare Accreditation
- Hands-on "Gas \& Electric Furnaces: Maintaining and Troubleshooting
- Ladder Drawings Schematics \& Diagrams
- Core 4: Train the Trainer

\title{
Health Promotion Disease Prevention
}

Methamphetamine Suicide Prevention Initiative
Traditional Medicine
Massage Therapy
Safety Program
Office of Environmental Health

\section*{Health Promotion Disease Prevention Department (HPDP)}
- HPDP is dedicated to promoting programs and activities in partnership with communities, which enhance personal, family and community wellness. These activities enhance the emotional, mental, physical and spiritual well-being of each person by focusing on the Navajo Traditional Cardinal Four Directions.
- Winslow Indian Health Care Center (WIHCC) uses a model that encompasses the Navajo philosophy of four directions or the four sacred mountains. The four sacred mountains represent the philosophy and values to promote healthy lifestyle including the WHCCC Vision of a healing and harmonious environment in partnership with communities.

\section*{HPDP Services}
- Navajo Wellness Model
- Family Culture Awareness
- Annual Wellness Conference
- Youth Wellness conference
- Fitness Gram Assessment
- Community Fitness Classes
- School Health Education
- SPARKS
- SOFT
- Community Health Fairs
- Community Base Physical Activities
- HPDP Teams
- Massage Therapy
- Traditional Medicine
- Prevention Progran
- Gardening Project
- Men's Health Concentration


FY 2017 Total by Age Group


Total Served 17,714
- Caqdening Projectin Whitecont Chapter, Jedafta Public:Schoot, Bird Springr Chaptir, Difkon Chapter, DMkon NHA residants

* Culture Nights were cohosted withifive schools; Dikoni Community Schaol, soba Dalkai School feddivo Public Schooh Aletle Siager \$chool, and Leupp School Inc during the whater searan. Prospaters Lulked about Wintar Sturles from the Navalo Culture
- In Fibruary 2017 MPDPhosted a Nnvajo Shoe Gamp at North Hogan on WIHCC campus
- Stary Telling Was cohosted at two schootis Saba. Dalkal School and Dilkon Community School. Mr. Teosie presented veribal storytelying 20 students, staff, and comuminity membars at the following sithonds,
- During the month of Nowember Native American Indian recogpition and celebration activites were conducted for Wikicc employeer: Jowelry Day, Hocensly Day, Helr Eun Day, Traditional ittice Ding, ptc.


FY 2017 Grand Total by Age Group


Total Served 17,714
- Wellness Conference and Youth Wellapss Conference. Meetings were hied manthty to plan, coordinate and conduct the conference.
- HPDP Tpans: North Team collaborated and lmplemented several cnmmunity Events in the WhHCC Sarvice Area (eqgEastar Eeg Hunt, Intergenerationat Conference.
 EAC Committes pald Un other \% \% of the fee, WiHCC staff individualiy palid farbalif of their fee
- WAC Committes pald the other \% of the fee, WhHCC staff indixfidualiy palid forbalf of their fee - Wellnas
- Thres mescions of Life Scills educations were provided at Holbrook SDA Schoch finclualing the Navajo Wallnesx Madel - Healthy Agting Modti:
- Two months (fund to Augus 2017) the Mavajo Welluess Model was taught at the Difkon NHA OMcefor start/tenants.




\section*{Massage Therapy Services}
- Full Body Massage
- Chair Massage
- Prenatal Massage
- Services are located at Winslow facility, Dilkon, and Leupp sub-facility Clinics.


\section*{Massage Therapy}



\section*{Methamphetamine Suicide Prevention Initiative}
- Applied Suicide Intervention Skills (ASIST)
- Question Persuade Refer (QPR)
- Fatherhood and Motherhood is Sacred
- American Indian Life Skills (AILS)
- Meth 360
- safeTALK
- Grief and Loss:
- A workshop for adults
- Support groups for Students
- Sweat Lodge
- Navajo Culture and Language Classes
- Cultural Activities
- Prevention Awareness
- Walks/Runs and Health Fairs
- Navajo Cooking Classes
- Culture Night
- Youth Conference

\section*{Methamphetamine Suicide Prevention Initiative}



\section*{Annual Wellness Conference}





\section*{Overall Conference Evaluation:}


\section*{\(12^{\text {th }}\) Annual Hózhọ́ggo Iiná Youth Wellness Conference}

The Youth Wellness Conference was origlnally named the Healthy Kids Camp which was held along-slde the WiHCC Annual Wellness Conference. The name was changed to align with the goals and objectives of the wellness conference.

The gools of the Hozhoggo lina Youth Welliness Conference ls to create an environment of healthy llfestyles bralded with harmonlous relationships.

The Hozhópgo lina Youth Wellness Conference will incorporate the Navajo Wellness Model and the healthy lifestyles that accompany it.

The objective is to promote healthy lifestyles through: Physical activity
Knowledge of nutrition
Knowledge of culture, language, and kinshlp
Experience hands-on traditional crafts
wis Fun and engaging sessions

\section*{Overall Conference Demographics}



A

+4.

\section*{Safety Program \& Emergency Preparedness}

14
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\({ }^{4}\)
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- by ISclons if is l hamin

\section*{Program Overview}
- Worker Injury/Incident Reporting
- webcident
- CopperPoint-Loss Control Consultan!
- Safety Training
- Environmental Rounds
- Security Vulnerability Assessment
- Hazardous Material Handling \& Communication
- Emergency Preparedness

\section*{Injury/Incident Reporting}


\section*{WEBCIDENT}
- All employee, patient, and visitor incidents are documented and investigations are conducted
- Hazardous and unsafe practices are addressed
- Medication errors are monitored
- Security/Near Misses/Property \& GSA Damages are reported
- Training needs are identified through these reports

\section*{Injury/Incident Reporting Comparison to FY 2016}

71 Incidents Reported - FY2016
91 Incidents Reported - FY2017


\section*{Injury/Incident Report - WORKER} Incidents FY17


\section*{CopperPoint Loss Control Action Plan - FY 17}

A Loss Control Action Plan (Oct 2016 to Sept 2017) has satisfactorily been completed, including:
- Departmental training that resulted in claims generally being filed more timely with CopperPoint Workmen's Compensation
- Physical campus walking surface repairs; and
- Retraining staff of potential injuries from Slips, Trips \& Falls
A change in our Loss Control Consultant and a policy renewal survey redirected our focus to review our Facilities safety policies on Fall Protection, Confined Spaces, Lock out/Tag out, and Fleet Safety.

\section*{CopperPoint Loss Control}

CopperPoint Insurance
Company has been working with WIHCC on Workmen's Compensation Claims. This relationship includes consultation to focus on reducing:
- The number of worker injures
- The number of days from accident/injury to report date (days)
- Our E-Mod (Experience Modifier)


\section*{OSHA 300A - FY17}

The Occupational Safety \& Health Administration Form 300A (Record Keeping Rule, 29 CFR 1904.35) is completed and filed with US Department of Labor Bureau of Labor Statistics every year (Survey of Occupational Injuries \& Illnesses).
Inclusions: Days away from Work, Restricted Work or Transfer to another Job, Loss of Consciousness or Medical Treatment beyond \(1^{\text {st }}\) aid.

\section*{FY17-4 Recordable Incidents}
Days away from Work: \(\quad\) Blood-borne Pafhogen Exposure:
3 cases with 8 days

\footnotetext{
3 cases with 8 days
}

\section*{Safety Training}
- New Employee Safety Orientation \& Annual Mandatory Trainings on Safety
- Fire Extinguisher Training (hands on)
- Safety \& Injury Prevention Education - community functions \& internal staff inservice
- Workplace Violence Presentation by CopperPoint Loss Control Consultant
- Body Mechanics Presentation by Physical Therapy Dept.
- Stericycle DOT Training (online) with EVS \& FM staff


\section*{Environmental Rounds}
- Identify hazards \& unsafe work practices; infection control
- Evaluate work area safety management programs
- Evaluate training \& employee knowledge of safety \& infection control
- Ensure a safe \& sanitary environment
- Evaluate equipment \& grounds for safety

\section*{Environmental Rounds - Frequent Findings}
- The most frequent findings:
- Maintenance Issues
- Housekeeping
- Storage of old/discarded furniture \& equipment
- Egress Clearance (emergency exits cannot be blocked)

\section*{Hazard Communication}

The basic goal of the standard is to conmunicate hazards in the workplace- to ensure that as an employer, our employees know about work hazards and know how to protect themselves.
- Our on-line chemical inventory is updated with the most current Safety Data Sheets
- Departments with higher inventory of chemicals have been supplied with their own sottware licenses to maintain their own inventory and secondary labels
- Our on-line system currently has 1,030 Safety Data sheets uploaded


\section*{Emergency Preparedness}


\section*{Emergency Preparedness}
- Homeland Security Exercise/Evaluation 2016
- Code Green - Med Surge w/ UCC TTX 2017
- CDP Tribal Nations Week
- Code Silver Training for staff
- Winslow Campus of Care TTX
- Winslow Campus of Care FSE 2017

December 6-7,
Febrnary 14,

March 19-25, 2017
July - September, 2017
August 22, 2017
September 19,


\section*{Planned Work - Safety \& Emergency Preparedness - FY17}

WIHCC Safety \& Infection Control Committee is continuing to work on:
- Emergency Duress Notification System
- Decrease Worker Incidents/Injuries
- Test Safety Polices with drills (TTX \& physical)
- Conduct drills at Satellite Clinics to include the Community

WIHCC Emergency Preparedness Committee is continuing to work on:
- Code Green (internal disaster) drills - Medical surge \& communication system
- Code Silver TTX \& drills - Active Shooter
- Update Annual Hazards Vulnerability Assessment
- Community Emergency Prepareduess TTX satellite locations

\section*{Thank You}


Lavome Brady, WTHCC Safety Officer Carlyn Belone, WIHCC Safety Technician

Phone 928.289.6266, email; lavonc.brady fowihccorg AND carlyn.belone@wihec.org


\title{
Department of Environmental
} Health (OEH)

\section*{Scope Of Services}
- Plan and implement a comprehensive environmental health program with special emphasis on food protection, institutional environmental health, prevention of zoonotic diseases including rabies, hantavirus and west nile virus; and injury prevention for the community, as well as implementing a comprehensive safety program to provide a safe and secure environment for patients, visitors and staff at Winslow Indian Health Care Center.

\section*{Food Sanitation}
- Survey institutional food service establishments
- Train institutional food service workers
- Investigate reported food-borne illnesses
- Conduct plan review and site evaluations for proposed new food services

\section*{Water/Wastewater/Solid Waste}
- Survey public water/wastewater systems in conjunction with the Navajo Nation
- EPA
- Provide technical assistance in operating temporary water/wastewater systems
- Investigate water quality and wastewater complaints
- Provide technical assistance on solid waste issues.

\section*{Institutional Environmental Health}
- Conduct site evaluations prior to construction of new facilities
- Conduct comprehensive environmental health and safety surveys of Tribal institutions (schools, head start centers, nursing homes, residential care facilities, day care centers, etc.)
- Provide environmental assessments upon referral or special request for public buildings

\section*{Infectious Disease Control}
- Investigate communicable disease outbreaks
- Provide technical assistance on insect and rodent problems
- Conduct dog animal bite investigations for rabies prevention

\section*{Injury Prevention}
- Identify high-risk populations and factors contributing to injuries through active surveillance
- Provide technical assistance to communities on injury prevention issues
- Operate a comprehensive child passenger safety program
- Promote injury prevention with an emphasis on motor vehicle safety and elderly fall prevention

\section*{Qualifications Of Staff}
- The Department of Environmental Health Services is diverse and complex. It requires that the staff have a broad understanding of environmental health and public health principles and knowledge of how the environment can put a population at risk. It also requires knowledge and experience in the field of injury prevention. There must be at least one registered sanitarian/registered environmental health specialist on staff as USDA requires that food service surveys at facilities receiving aid through the USDA be conducted by an R.S. or REH'S. At least one staff member should be fluent in Navajo to provide interpretation as needed.

\section*{Staffing}
- 1-2 day/week part-time EHS-RS from \(2^{\text {nd }}\) Quarter through \(3^{\text {rd }}\) Quarter;
- 1 full time EHS Technician hired start of \(2^{\text {nd }}\) Quarter;
- 1 full-time EHS Tech/Admin Assist hired \(3^{\text {rd }}\) Quarter

\section*{OEH Activities FY 2017}
- Environmental Health Surveys: 80
- Infection Control/Disease Outbreak Investigations/Other Significant Activities: 32
- Animal Bite Investigations: 31
- Car Seat Distributions: 92
- Food Handler Training: 437
- Administrative Meetings: 12
- OEH Staff Training: 9

\section*{Human Resources}

FY 2017 ANNUAL REPORT


\author{
BY \\ LUCIANA FRANK \\ Director of Human Resources
}

- The Winslow Indian Health Care Center (VIHCC)Human Resources (HR) Department is providing the Human Resources Annual Report for the Fiscal Year 2017. The purpose of this report is to demonstrate the department's functions, processes, challenges and accomplishments.

WIHCCs HR Departmentendeavors to provide the highest level of customer service to both our external and internal customers. This is accomplished through a focused-orientated plan that encompasses WIHCCs Mission, Vision, and Value Statements.


- Working in unison with intra-department units and Administration to ensure positive staff support;
- Continuing to provide effective recruiting and retention strategies to select the most qualified applicants and high performers. WIHCC adheres to the Navajo Preference in Employment Act (NPEA).
- Reviewing, developing, and continually improving both new and current HR-related processes, policies and procedures.
- Providing excellent customer service by treating each situation with respect, integrity, trustworthiness, dignity, and humility.
- Providing the necessary resources to enhance each employee's skills, knowledge, and abilities to foster internal growth and professional and personal development.


\section*{FY 2017 Staffing}


New Hires - 63 Child Care Investigation Background Checks wereconducted from Oct. 2016 through Sept. 2017. All WIHCC positions are considered Child Care positions and background checks area subjected to federal mandated Indian Child Protection and Famity Violence Prevention Act (ICPFVP).

Current Staff - 23 staff underwent a re-investigation. These staff werecleared in 2012 or were hired that same year. According to WIHCCs Background and Reference Check Policy and Procedures, employees are subjected to 5-year reinvestigations, or as needed.



FY 2017
- 21 Commissioned Officers
- 1 IPA (Federal-Civilsenvice)
- 387 Comporate Employeer
- 409 Tolal Employees

\section*{Providers - Medical \& Dental}
- 21 Physicians (1 Psychlatrist, 2 Surgeon, 1 Cardiologist, 1 Neurologlisx, 1 Podiatrist)
- 6 Nurse Practinioners
- 3 Navajo Prowiders
- 2 Physician Assistant
- 3 Optomeurists
- 5 Physical Therapists
- 8 Dentists
- 1 Navajo Dentist
- \(\mathbf{4}\) Hygienists

48 Providers - TOTAL


Genextyum

Turnover Rate

Turnaver Rate According to CompData Survey, the national turnover rate in 13.38\% healthcare was \(14.2 \%\) in 2015 comparted to WHCC5 turnover rate of 13.38\% Turnover Rate


\section*{Recruitment}

Applicant's are pre-screened using position description minimum qualifications. Once an applicant is determined to meet the minimum qualifications, the hiring manager reviews selected applicants, at which time, an interview may be considered. Those applicants who are not selected are notified by a non-select letter mailed to them.

There were a total of 117 positions advertised, of the 117 vacant positions 11 were not filled and on-going recruitment continues. 838 non-select letters weresent to applicants who were not selected for an interview or selected after an interview. 330 candidates were interviewed for different vacant positions for Fiscal Year 2017.

Consistent with the Navajo Preference in Employment Act (NPEA), Indian SelfDetermination and Educational Assistance Act (ISDEAA), and other applicable Indian Preferencelaws, WIHCC does not improperly discriminate against any applicant or employee based on race, religion, gender, disability, national origin, age, sexual orientation, veteran, or any other group status protected under applicable Federal or Navajo Nation laws.

Intemal Promotions

20 internal promotions and 2 Navajo employees promoted into supervisory management capacity. 11 Navajo employees were promoted and 3 nonNavajo using the recruitment process.

\section*{Training and Development}

WIHCC offers continuous training and development for staff on a Fiscal Year basis and funds are budgeted for each staff. Throughout the year, staff are required to complete annual mandatory to keep them updated, informed, and compliant with pertinent organization requirements related to their position.

There were 1,020 training and development opportunities, such as CEUs, licensures, conferences, seminars, webinars, expos, educational assistance, in Fiscal Year 2017. Some employees were approved to attend multiple training and development.
\begin{tabular}{|c|c|c|}
\hline On-Line Training Subject & Mo/Yr \# & \# Atrended \\
\hline Hands On Fire Extinguisher & Oct \({ }^{1} 16\) & 43 \\
\hline Becoming a Meeting Minute Taking Professional & Jan' 17 & 16 \\
\hline Mandatory Customer Service & Jan \({ }^{17}\) & 7 \\
\hline 10-Hour OSHA & Feb ' 17 & 48 \\
\hline Hands On Fire Extingursher & Jul' 17 & 82 \\
\hline Mandatory Customer Service & Aug \({ }^{17}\) & 350 \\
\hline Hands On Fire Extinguisher & Aug ' 17 & 277 \\
\hline Safety Otientation & Aug ' 17 & 9 \\
\hline Mandatory Customer Service & Sept ' 17 & 32 \\
\hline Hands On Fire Extinguisher & Sept 17 & 12 \\
\hline \multirow[t]{3}{*}{\begin{tabular}{l}
Online Modules: \\
(HIPAA, Risk Mgmt, Safery, Compliance, Infection Control, MIS \& Fire Extinguisher)
\end{tabular}} & Total Total & Total in- \\
\hline & Assigned Completed & Complere \\
\hline & & \\
\hline 2016 Annual Mandatory Training (Elsevier) Total : & 182 & 9 \\
\hline 2017 Annual Mandatory (Paycom) Total & 30842939 & 9145 \\
\hline & 3266 3118 & \(8 \quad 148\) \\
\hline
\end{tabular}

The following chart illustrates the number of employees who have received a merit increase based on the annual Employee Appraisal System (EAS). Not included in the total number are those employees who began employment over half-way through the annual performance and part-time staff, Feb 1 st. This chart also indicates the number of staff receiving a one-time bonus in lieu of an on-going salary increase for those who are over their maximum salary range and who have received a \(3 \%\) rating.
\begin{tabular}{|c|c|}
\hline Merit Increase & F of EE Recelving \\
\hline Zero Increase & 14 \\
\hline \(1.00 \%\) & 26 \\
\hline \(2.00 \%\) & 99 \\
\hline \(3.00 \%\) & 201 \\
\hline One-IIneBorus & 32 \\
\hline
\end{tabular}

A2 Departmentof Economicsecurity Unemplovment Insurance (U)


Former employees who left employment with WIHCC have submitted Unemployment Insurance Claims (UI). There were a total 22 claims that was filed and HR provided pertinent employment separation notices to the Arizona Ul Office. All 22 were handled and addressed by providing proper documentation through electronic means, SIDES E-Response.



Any allegation involving employee relations are reported to Human Resources (HR) according to Disciplinary Action policy and procedures. Matters are investigated by gathering supporting documentation and interviewing all parties involved. The alleged individual(s) are afforded due process at all times.

\section*{Compensation Study}

\section*{Employee Relations}

\section*{Comp}


WHCC currently uses an compensation system developed by an external consultant, Valliant, who has conducted a full compensation review including updating all positions description this fiscal year. The overall Compensation System incorporates the following goals:
1. The ability to offer competitive salaries relative to the labor market in which it recruits.
2. Ensure external competitiveness.
3. Ensure internal equity.
4. Comply with applicable federal, state and tribal laws and regulations.
5. Operate within the constraints of the budgetary process and financial resources limitations.
6. Ensure administrative efficiency.

\title{
Health Compact between Authorized Navajo Nation Tribal Organizations and the 旨nited States of Amerie d
}

\section*{NAVAJO NATION HEALTH COMPACT between AUTHORIZED NAVAJO NATION TRIBAL ORGANIZATIONS and the UNITED STATES OF AMERICA}

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\title{
NAVAJO NATION HEALTH COMPACT between AUTHORIZED NAVAJO NATION TRIBAL ORGANIZATIONS and the UNITED STATES OF AMERICA
}

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

\section*{RECITALS,}

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

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

WHEREAS, after substantial consideration and careful study, the Navajo Nation has sunctioned the Co-Signers, as ribal organizations, as defined in 25 U.S.C. \(\S 450\) b(1) and authorized in 25 U.S.C. § 458aaa(b), for the purpose of providing health care services to members of the Navajo Nation and other eligible American Indians and to enter into this Compact with the Indian Health Service and for other purposes; and

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

WHEREAS, Congress has declared it the policy of the United States, in fuifillment of its special responsibilities and legal obligations to Indian people, to ensure the highest possible health status and to provide all resources necessary to effect that policy, to raise
the health status of Indians to at least the levels sel forth in the goals contained within the Healthy People 2010 initiative or successor objectives, 25 U.S.C. § 1602; and

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

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

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

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

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

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

Whereas, each Funding Agreement shall specify the authority of the respective CoSigner to redesign or consolbdate PSFAs (or portions thereof) and to reallocate funds as provided in 25 U.S.C. § 458 aaa - \(5(\mathrm{e})\); and

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

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

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

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

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

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

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

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

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

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

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

\section*{ARTICLE I - AUTHORITY AND PURPOSE}

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

Section 2 - Purpose. This Compact shall be liberally construed to achieve its purposes and any ambiguity shall be resolved in favor of the Co-Signers to achieve the purposes of the Compact, as follows:
(a) This Compact implements the federal policy of self-governance, as authorized by Tille V, with the Navajo Nation and the Co-Signers. This Compact authorizes the sanctioned Co-Signers to plan, conduct, consolidate, re-design and administer PSFAs of the Indian Health Service under the terms of the Compact, as authorized by Title \(V\), to reallocate funds in a manner that the applicable Co-Signer deems to be in the best interest of the health and welfare of the Indian community or communities being served by such Co-Signer, only if the redesign or consolidation does not have the effect of denying eligibility for service to population groups otherwise cligible to be served under applicable federal law.
(b) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Navajo Nation and the Co-Signers, to permit an orderly transition from federal domination of programs and services to meaningful tribal control of federal health programs, and to provide for a measurable parallel reduction in the federal bureaucracy as PSFAs (or portion thereol) are assumed under this Compact and the associated Funding Agreements, as provided for in 42 C.F.R. § 137.2 (b)(2)(vi)-(vii).
(c) This Compact and associated Funding Agreements shall transfer to the Co-Signers, acting individually, the responsibility for the PSFAs of the Indian Health Service included in the Compact and the Co-Signers' respective Funding Agreements, and grant them full authority, in accordance with the ISDEAA, the Indian Health Care Improvement Act ("IHCIA"), 25 U.S.C. 1601 et seq., and other applicable federal law, to carry out their programs and services according to the needs and priorities of the Navajo Nation. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads
of Executive Departments and Agencies, Executive Order 13175 on Consultation and Coordination with Indian Tribal Governments, the September 23, 2004, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencics, the November 5, 2009, Memorandum from the President of the United States of America for the Heads of Executive Depariments and Agencies, and the Department of Health and Fluman Services Tribal Consultation Policy, the Secretary hercby pledges that the Indian Health Service will conduct all relations with the Navajo Nation and Co-Signers on a govermment-to-government basis.

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

\section*{ARTICLE II - TERMS, PROVISIONS AND CONDITIONS}

\section*{Section I - Term and Resolutions.}
(a) Term. The term of this Compact begins as to each Co-Signer, after execution by both parties, and on the effective date of the Co-Signer's first Funding Agrement and shall extend thereafter as to each Co-Signer throughout the period authorized by Titic \(V\) of the ISDEAA, and any subsequent amendment thereto, provided the Co-Signer has a Funding Agreement in effect. The Compact shall remain in effect for so long as is permitted by federal law and Navajo Nation Council Resolution(s) or until terminated by mutual written agreement, retrocession, or reassumption pursuant to 25 U.S.C. § 458 aaa-3(d).
(b) Resolutions from the Navajo Nation. Each Co-Signer must be sanctioned by a duly authorized resolution from the Navajo thation to enter into this Compact and associated Funding Agrecment on or before the date the Compact and the applicable Funding Agreement is signed by the applicable Co-Signer.
(c) Resolution from Other Tribes. Co-signers, if properly authorized by a duly authorized resolution of other affected Indian tribe(s), may provide services to those lndian tribe(s), and include related funding under this Compact and associated Funding Agreement(s).

\section*{Section 2 - Effective Date.}
(a) Once this Compact and the associated Funding Agrcement arc approved and signed by the Co-Signer and the Secretary, they shall be effective as of the date signed by the Secretary and Co-Signer or another mutually agreed upon date set forth in the applicable Funding Agreement. Subsequent Funding Agreements will be effective on the mutually agreed upon date.
(b) During the term of this Compact, any authorized Co-Signer which has not previously negotiated a Funding Agreement may do so. All Funding \(\Lambda\) greements shall be subject to, and all the activities thereunder shall be governed by, the terms of this

Compact to the same extent as the initial Funding Agreements. New Funding Agreements will be effective on a mutually agreed upon date.
(c) Each Funding Agreement negotiated under this Compact is deemed to be incorporated by reference into this Compact for the purposes of the respective Co-Signer and the United States. In the event of inconsistency between the Compact and any subsequent Funding Agreement, the provisions of the Compact shall prevail.

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

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

\section*{Section 5-Payment.}
(a) Payment Schedule. Payment shall be made expeditiously and shall include financial arrangehents to cover funding during periods under continuing congressional resolutions to the extent permitted by such resolutions. For each fiscal year covered by the Compact, the Secretary shall make available the funds specified for that year under the associated Funding Agrecments by paying the respective total amount as provided for in each Funding Agreement in advance lump sum, as permitted by law, or such other payments as provided in the schedule set forth in each Funding Agreement. 25 U.S.C. § \(458 \mathrm{aaa}-7\).
(b) Interest on Advances. Co-Signers receiving funds under applicable Funding Agreements pursuant to this Compact shall be permitted to retain interest earned on funds pending disbursement as authorized by law. Interest earned on advances shall not diminish the amount of funds the Co -Signer is authorized to receive under its Funding Agreement in the year earned or in any subsequent fiscal year. All funds transferred under Funding Agreements pursuant to this Compact shall be managed using the prudent investment standard pursuant to 25 U.S.C. § \(458 \mathrm{aaa}-7(\mathrm{~h})\).

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

\section*{Section 7 - Audits}
(a) Single Audit. Each Co-Signer that has executed a Funding Agreement pursuant to this Compact shall provide to the National External Audit Review Center (or its successor), which is the designee of the Secretary for the purposes of this section, an anmual single organization-wide audit as prescribed by the Single Audit Act of 1984, as amended, 31 U.S.C. Section 7501, et seg. A copy of the audit will be sent simultaneously to the Fedcral Audit Clearinghouse; 25 U.S.C. § 458aan-5(c)(1); 42 C.F.R. \(\S \$ 137.171\) and 137.172 .
(b) Cost Principles. Each Co-Signer shall apply cost principles under the applicable OMB Circular, except as modified by 25 U.S.C. § \(450 \mathrm{j}-1\), which section is hereby incorporated into this Compact, other provisions of law or by any exemptions subsequently granted by OMB. No other audit or accounting standards shall be required by the Secretary. Any claim by the federal government against any Co-Signer receiving funds under a Funding Agrement based on any audit under this section shall be subject to the provisions of 25 U.S.C. § 450 j-1 (f). 25 U.S.C. § \(458 \mathrm{aaa}-5(\mathrm{c})(2)\).

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

\section*{Scetion 9 - Property.}
(a) In General The provisions of 25 U.S.C. § 458 aaa- 11 (c) and section l (b)(8) of the Model \(\Lambda\) greement set forth in 25 U.S.C. § 450 , are hereby incorporated into this Compact.
(b) Access to Federal Property. To the extent the Indian Health Service has been provided notice of the availability of Federal property that may be made available to Tribes under the Act, the Secretary shall provide notice of such to the CoSigners.
(c) Access to Property Subject to Destruction. Prior to the destruction of federal property which would otherwise be declared surplus or excess and which is located within the service area of a Co-Signer, the Secretary shall provide notice of such proposed destruction to the Co-Signer. Such notice shall inform the Co-Signer of the name and address of the official responsible for determining whether such property will be destroyed or declared surplus or excess. If the Secretary is the responsible official, the Secretary will consider information provided by the Co-Signer regarding transfer of the property, rather than destruction, and, 逪 not the responsible official, the Secretary will assist the Co-Signer in communicating information to the responsible official.
(d) Use of Federal Property. Pursuant to 25 U.S.C. § 458 aaa-11(c)(1) a Co-Signer may use federal property under such terms and conditions as may be agreed upon by the Secretary and Co-Signer for jts use and maintenance.
(e) Leases of Tribally-Owned or Lcased Facilities. Upon the request of a Co-Signer the Secretary shall enter into a lease with the Co-Signer in accordance with 25 U.S.C. § \(450 \mathrm{j}(1)(1)\).
(1) Participation in "Project Transam". The Co-Signers shall be notified of and authorized (to the extent Indian Health Service has authority to provide authorization) to participate in property screenings associated with "Project Transam" (or any similar successor project) by Indian Health Service Headquarters. Related to the foregoing, Indian Health Service shall notify the Co-Signers of scheduled lolteries to be conducted relevant to "Project Transam" whereby the Co-Signers are authorized to observe and participate in the process.

Section 10 - Begulatory Authority. The Secretary and the Co-Signers agree to utilize the following procedures governing the establishment and application of program rules and regulations under this Compact:
(a) Program Rules. No Co-Signer is required to comply with any agency circular, policy, manual, guidance or rule adopted by the Indian Health Service other than the eligibility provisions of ISDEAA \(\S \operatorname{lOS}(\mathrm{g}), 25\) U.S.C. \(\S 450 \mathrm{j}(\mathrm{g})\), and those identified in this section or expressly incorporated by reference in the individual Co-Signer's Funding Agreement, as provided in 25 U.S.C. § 458 aaa-16(e).
(b) Federal Regulations.
(1) Applicable Federal Regulations. The Co-Signers, in carrying out the provisions of this Compact and applicable Funding Agreements, will be required to comply only with applicable federal regulations, which include regulations promulgated under 25 U.S.C. § 458 aaa --16 unless waived as provided in 25 U.S.C. \(\S\) 458ana-11(b).
(2) Waiver of Federal Regulations. The Secretary and the CoSigner will seek to identify federal regulations promulgated pursuant to 25 U.S.C. § 458 aaa - 16 or under the authorities specified in 25 U.S.C § 458aaa - 11(b) which may require waiver in order to effectively carry out this Compact or any Funding Agreement. Waivers of regulations shall be submitted and addressed in accordance with the procedures set forth in 25 U.S.C §458aaa - 11 (b).

\section*{Section 11 - Disputes.}
(a) Application of Title V. All disputes between the Indian Health Service and any Co-Signer or between the Indian Health Service and all Co-Signers under this Compact shall be subject to Title V and 25 U.S.C. \(\S 450 \mathrm{~m}-1\), and all remedics provided for therein shall be available to each Co-Signer of this Compact. Actions and proceedings to enforce the Co-Signer's rights and the Sccretary's obligations under this Compact shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving Public Law 93-638 contracts.
(b) Administrative Dispute Resolution Act. In the altemative, the Indian Healh Service and the Co-Signers may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. § 581, for more informal resolution of disputes arising under this Compact and associated Funding Agreements.

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

\section*{Section 13 -- Subsequent Funding Agreements.}
(a) Initiation of Negotiations. Negotiations for subsequent Funding Agreements, as provided for in Article VI, Section 2, shall begin no later than 120 days in advance of the conclusion of the preceding Funding Agreement. The Secretary agrees to prepare and supply relevant information, and promptly to comply with the Co-Signers' requests for information reasonably needed to determine the funds that may be available for a subscquent Funding Agreement as provided for in Article VI, Section 2 of this Compact.
(b) Continuation of Compact and Funding Agreenent. If the Secretary and a Co-Signer are unable 10 conclude negotiation of a subsequent Funding Agreement, the terms of this Compact and the existing Funding Agreement shall, at the option of the applicable Co-Signer, continue until a subsequent Funding Agreement is agreed to. As provided in 25 U.S.C. § 458aaa-4(e), the terms of the subsequent Funding Agreement will become retroactive to the end of the term of the preceding Funding Agreement. Any increases in funding to which the Co-Signers are entitled by law or which have been made available by Congress, or increases which Co-Signers subsequently negotiate, shall be included in each Co-Signer's subsequent Funding Agreement.

Section 14 - Health Status Reports. In accordance with 25 U.S.C, § 458aaa\(6(a)(1)\), Cu-Signcrs shall provide the Secretary a health status and service delivery report to the extent that rclevant data is not otherwise available to the Secretary and specific funds for this purpose are provided to the Co-Signer in its Funding Agreement. Such reporting may impose only minimal burdens on the Co-Signer and shall be consistent with regulations promulgated under 25 U.S.C. § 45Saaa-16.

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

\section*{Section 16 - Other Federal Resources.}
(a) Use of Motor Vehicles. Subject to agreement of the General Services Administration ("GSA"), the Secretary hereby authorizes each Co-Signer to obtain Interagency Molor Pool vehicles and related services for performance of any PFSAS under this Compact.
(b) Other Federal Resources. Federal resources shall be available to each Co-Signer in accordance with 25 U.S.C. § \(458 \mathrm{aaa}-\) F \(_{\text {(e) }}\) and 458aaa -- 15(a).

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

\section*{ARTICLE III - OBLIGATIONS OF EACH CO-SIGNER}

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

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

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

Section 4 - Consolidation of Contracts into the Compact. Each Co-Signer will be responsible for performing the PSFAs as specified in Section 1 of this Article III and in their respective Funding Agreements, as provided for in Article VI, Section 2 of this Compact. To the extent a PSFA transferred to a Co-Signer in its respective Funding Agreement is included within a self-determination conlract entered into pursuant to Title I of the Act, or is subject to any obligation arising from such contract, that contract shall be terminated or modified ( 50 long as there is no duplication as prohibited by 25 U.S.C. § 458aaa-5(h) by execution of the appropriate document(s) and the parties' obligations shall be governed by this Compact and the associated Funding Agreement. All funds under the ISDEAA, Title I, contract that have already been paid to the Co-Signer will be retained by the Co-Signer under the Title V Funding Agreement, and spent under the authorities of Title V. Any funds obligated or due to the CoSigner under its ISDEAA, Titte I, contract for PSFAs now incorporated into the Title V Funding Agreement, not paid prior to the effective date of the Tille V Funding Agrement, shall be paid under the Tifle V Funding Agreement. Such terminated contracts shall be identilied by contract number in each Funding Agreement.

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

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

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

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

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

\section*{ARTICLE IV - OBLIGATIONS OF THE UNITED STATES}

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

Section 2 - Programs Retained.
(a) Secretarial Responsibility. The Secretary hereby retains the responsibility for the PSFAs that are not specifically assumed by the Co-Signers acting individually through their applicable Funding Agrecments and the Co-Signers shall continue to be entitled to the full benefit of those PSFAs retained by the Indian Health Service in accordance with 25 U.S.C. § 4501(c).
(b) Information Regarding Indian Health Service Prograns. At the written request of a Co-Signer, within 30 days of such request, the Indian Health Service shall provide the Co-Signer with a written list of the directly operated retained PSFAs relevant to health care provided by the Indian Health Service to the Navajo Nation for the upconing fiscal year. If the requested information cannot be or is not provided within 30 days, the Secretary will provide the Co-Signer, in writing, a reasonable timeline for providing the requested information. To the fullest extent permitted by law, the Secretary shall provide any requesting Co-Signer access to, and copies of, all documents and other information relevant to any retained PSFAs so as to assist the Co-Signer with evaluations the Co-Signer wishes to conduct. The Secretary will cooperate with each Co-Signer to facilitate the assumption of PSFAs in future Funding Agreements of those Co-Signers.
(c) Eligibility for New Programs, Service Increases, and NonRecurring Resources. In accordance to 25 U.S.C. \(\S 458\) aaa- \(5(\mathrm{~h}\) ), each Co-Signer shall be eligible for new PSFAs and associated funding, service or funding increases and nonrecurring resources of the Secretary and the Indian Health Service on the same basis as
other Tribes and Tribal Organizations. The Indian Health Service in consultation with the Co-Signers, may reorganize to sustain its ability to provide, in the most effective and efficient manner, all PSFAs for which the Co-Signers would otherwise be eligible to compact but that have not been included in the Funding Agreement. The Secretary shall notify the Co-Signers' Designated Official of any such new PSFAs, and associated funding, service increases and non-recurring funding to which the Co-Signers may be enlitled.

\section*{Section 3-Financial and Other Information.}
(a) To assist the Co-Signers in monitoring compliance with 25 U.S.C. § 458 aaa -7 (c), the Secretary shall promptly provide to the extent permitted by law, to CoSigners, upon a written request, complete and accurate financial information including budget allocations and historical expenditure information which are relevant to the deternination of amounts due under 25 U.S.C. § 458 aaa-7(c). This will include but not be limited to:
(1) Table \#1: Congressional Changes to lHS Appropriations;
(2) Table \#2: Breakdown of Appropriations, Allowances to Areas and through Headquarters;
(3) Table \#3: Breakdown of Headquarter Allowances, Detailed Headquarters Accounts and Categories for Tribal Shares; and
(4) Table \#4: Headquarters PSFAs; and
(b) The Secretary shall prepare and promply supply relevant financial reports and comply with each Co-Signer's written request for information needed to determine funds that may be available for a successor Funding Agreement.

Section 4 - Savings. To the extent the PSFAs carried out under Title V Funding Agreements and this Compact result in a reduction to the administrative or other responsibilities of the Secretary, with respect to the operation of Indian programs, and thereby result in savitgs that have not otherwise been included in the amount of tribal shares and other funds determined under 25 U.S.C. § 458aaa-7(c), the Sceretary shall make such savings available to the Co-Signers for the provision of additional services in accordance with 25 U.S.C. § \&58aaa-6(f).

\section*{ARTICLE V - OTHRR PROVISIONS}

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

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

\section*{Section 3 - Federal Tort Claims Act Coverage; Insurance.}
(a) The Co-Signers are deemed by statute to be part of the Public Health Service ("PHS"), and the employees of the Co -Signers are deemed by statute to be part of or employed by the PHS, for purposes of coverage under the Federal Tort Claims Act, while performing PSFAs under this Compact and described in the applicable Co-Signer's Funding Agreement (including new and existing PSFAs as provided under Article III, Section 5 or 6, or supported with income received in accordance with Article III, Section 7), including coverage for any acts or omissions that may occur in the course of providing services to eligible Indian beneficiaries, as well as those persons served pursuant to IHCIA sections 813 (a) and (b), 25 U.S.C. \(\S \S 1680 \mathrm{c}(\mathrm{a})\) and (b), as more fully described in 25 C.F.R. Par 900 Subpart M, and incorporated by reference herein, and section 102(d) of ISDEAA, as required by 25 U.S.C. § 458 aaa 15 (a).
(b) The status of a Co-Signer, or an employec's status as an employee of a Co-Signer, as part of the Public Health Service, is not affected by the source of the funds used by the Co-Signer to carry out the PSFAs or to pay the employee's salary and benefits as long as the employee does not receive any additional compensation for the performance of covered services from anyone other than the Co-Signer.
(c) The Co-Signer's employee may, while performing under this Compact and applicable Funding Agreement and as a condition of employment, be required by the Co-Signer to provide services to non-Indian Health Scrvice beneficiarics in order to meet the obligations under this Compact either in facilities of the Co-Signer or in facilities other than those of the Co-Signer.
(d) Funds provided under a Funding Agreement may be used to purchase such additional liability and other insurance as is prudent in the judgment of a Co-Signer performing under this Compact and Funding Agreement for its protection and the protection of its employees.
(e) Personal services contracts shall be covered under this provision to the extent provided under section 102(d) of ISDEAA.

\section*{Section 4 - Compact Amendments.}
(a) Any request for an amendment of this Compact must be communicated in writing to all Co-Signers and to the Indian Health Service. To be effective, any amendment of this Compact shall be in the form of a written amendment to the Compact and shall require written consent of each of the Co-Signers and the Secretary.
(b) This provision shall not apply to amendment of the Compace to include additional Co-Signers. Such amendment shall only require the authorization of the Navajo Nation and the concurrence of the additional Co-Signer, and the Secretary.

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

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

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

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

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

Section 10 - Mature Contractor Status upon Compact Termination. In accordance with 25 U.S.C. § 458 ana \(\cdot 5(\mathrm{~g})(3)\), should any Co-Signer elect to or othervise be required to convert all or some of the programs operated under the Compact back to contract status under P.L. \(93-638\) such conversion shall not affect the Co -Signer's status as having operated a mature contract within the meaning of section \(4(\mathrm{~h})\) of ISDEAA. Such conversion would occur only on a date mutually acceptable to the Co-Signer and the Secretary, or as otherwise provided in this Compact, and will be implemented in a
manner which avoids any interruption of services to individual tribal members. If the Compact is terminated or the Navajo Nation or a Co-Signer determines that it will retrocede any PSFA operated under the Compact, the Co-Signer shall not lose its mature contractor status under section \(4(\mathrm{~h})\) as provided above.

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

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

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

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

Section 15 - Effect on Non-Signatory Navajo Area IHS Serrice Units, and Title I Programs.
(a) Nothing in this Compact or associated Funding Agreements shall be construed to limit or reduce in any way the service, contracts or funds that any nonsignatory Navajo Area IHS operated Service Unit or tribally operated ISDEAA, Title I, program is eligible to receive.
(b) The Compact shall not be construed to limit or curtail the right of any non-signatory Navajo Area IHS operated Service Unit or tribally operated ISDEAA, Tille \(J\), program to pursuc a contract under ISDEAA Title I or individual participation in this Compact under Title V.

Section 16-Severability. This Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seck agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this Compact.

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

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

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

\section*{ARTICLE VI-ATTACHMENTS}

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

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

\section*{ARTICLE VII - COUNTERPART SIGNATURES}

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


FOR THE TUBA CITY REGIONAL HEALTH CARE CORPORATION:


FOR THE WINSLOW INDIAN HEALTH CARE CENTER, INC.:


FOR THE UTAH NAVAJO HEALTH SYSTEM, INC:



December 1, 2017

Honorable Jonathan Hale, Chairman
Health, Education, Human Services Committee
P.O. Box 3390

Window Rock, AZ 86515

\section*{Re: [xtension of WIHCC's Authority to Compact with the Indian Health Service}

Dear Honorable Chairman Hale and Committee Memilers:

Thenk you for placing the Winslow Indian Health Care Center ("WIBICC") on the Committee's agenda to discuss extension of WIHCC's autinority under Navajo Notion Council resolution CJY-33-10 to compact with the Indian Health Service pursuant to the Indian Self-Determination and Education Assistance Act.
:Ne are enclosing a copy of NNC. Resolution CJY \(33-10\); the WIHCC Board of Director's resolution upporting extension of its authority and the supporting resolutions of the eight (8) Chapter WIHCC serves; an Executive Summary of WIHCC's accomplishments since 2002; and a draft Committee resolution for the Committee's consideration. The WIICC. Board of Directors and I will be present at the Committee meeting on December 11, 2037 to present the proposed resolution, provide a summary of WIHCC's accomplishments and current activities, and to answer any questions the Committee may have.

We look forward to meeting with you.

Respertfully submitted,


Enclosures (4)
Copies:
WIHCC Board of Directors (8)
JIHCC: Management Team
AHCC Legal Comsel


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 (P.亡. 93-63E, TLS NHEMDED COMRMCHORS, TO EXTER INTO TYME V SELE

 AND EADIFG SEPTETBER 30,2020 , AND ESTABLISHTAG A RROCEDURE FOR

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BE ITA EMACHED:
1. The Nevajo Nation Council hereby authorizes the finaiow
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 A: fhat cise sole discretign of each tribat organjzation's Board of [1j reatcrs arid nothiag in this yeguldtion shall arfect the tribal urganizat:ons' existirty authotity to operate under ritle f, the
 they choose to continue arder title I. Nothing in chis Resolution :hall affect or arnend Resolutions EAP-35-02 and CJN-35-03.
2. The Navajo Nation Councill further conditions the revocable atiherizatjoris set fortin horein and the revocshle authorization, and atthority for approval of perticipation in title \(\forall\), the Indian SeifDatermination hct (F.j. 93-635, as amencod), Sejf Governance, of addi.tionel tribei organizations as sex forth herein upon the somplete ard contirujing compliance of the tribal oroanizetatoris with all coniltions set forth irl the form of twitblt "A".

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3．Jn anthorizing Winslow Indian Health Cere Center，Inc．，Tuba Gity Asgional lealth Gare Corporation，Inc．，and lutah Navajo Healeh
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\section*{ExH118TT"A"}

\section*{Mavaio Nation Conditlons for Heath Care Self-Gouernance Tribalurganizations}

The conditions set forth below ere intended to be angoing. Full rompliance with the conditions set forth beiow is a pre-requisite for continuine authorization from the Navalo Nation for particlpation in Tirle V, The Indian Self-Determination Act (Pis \(93-638\), as amended), SalfGovernance. Notwithstanding the above, the Navalo Mation and the Health Care SelfGovernence Tribal Orgarzzetions shall cooperate undel tieprinclples of Ké to ensure that the Fealth care reeds of all Navalo cictens are fullymex.
1. The Health Care Self-Govemance Tribal Organization must curlify s a partipantunder the Indian Self-Determination AEt (P.S. 93-638, as amended) by:
(A) Completing, to the satisfaction of the Navaio Nation Comell, anonninp phase as described under the Act and which includes:
- -.... (1) legal and budgetaryresearch; and
.-........ D Linternal tribalgoveinnent planning and organizational preparation relating to the administrotion of hoalth care programs.
 bodyof the Mava'o Nation; and
1C.) denonstratin financial stabiliv and financial manzement capobility forthe 3 fiscal yons immediatek oreceding the appllcation for Titie \(V\) Self-Governance.
2. The Health Care SeffGovernance Tribal Organization shall maintain its efiryility for bird partypayments undel the Centers for Medicare and Medicaid Services (CMis).
3. The Heath Care Self-Govemance Tribal Organizotion shall maintain continued accreditation by a nationally reacginzed accreditationpropram.
4. The Healtin Care Self-Governance Tribal Organization shall operate and administer their Self-Governance Compact proprems under the oversight of the Health and Social Services Commitiee end gursuant to the authoriv of the Havajo Nation. The fieath Care Self-Governance Tribel Organization shall appear before and report to the tlealth and 5 geial Services Committer and the Favap liation Council when requested to do 50 .
5. The Health Care Self-Gouerrance Triboloranlation shall malntain conpliance with all moniforine and reoorting redulements delyestablising by the lleathand social Services Committee. \(\operatorname{moludna}\) :
(A) The Haztif Careself-Governance Tribal Organization sha'l subrnit coples of allfinal Federal Sinle hudit Act auditreoorts includna Audited flnancial Statements and final 2utit-survey reporls issued by its natlonally recognized accreditation oryanization(s) and all associated corrective action plans to the Healin and Soclal Serviccs Cornmittee with rooies to the Navajo iotion Diviston of Heath.
(E) The Health Care Self-Governance Trilhal Oranization shall orovide coples of the Self Goyernance Compact and all Anndal Fundine Agrements to the Navalo Hation Divion of Heath.
(C) The Heath Care Self-Governance Tribal Orfantzabon shall provie copies of lls Annual Reportothereaith and Soclal Senices Conmitter with copies to the Naveio Nation Divislon of llealth. The Format, oro criteria and die date of the Angual Pepgit shall bedetermined bvthe Heath and Social Services Commlteer
E. The Healh Careself Governance Tribal Organtraton shallmaintain continued
 limited to, the liavale Prefarence in Employment Act.
7. The fiedth Care Self-Governenfr Tribat Orgarization shall mointain-comulance with ail armilcoble Navaio fiation heath care oolicies andpriorities duly atopted by the Health and social Sertces Commitere.
8. The Healh Gare Seif-Governance Tribat Oreanization will consult nad cooperate vith the Havaio pation Division of comerning the public health needs and promrams of the Havaiotiaticns.
2. The Health Care Sulf Governance Tribal Oreanzations and Navaio Wation Division of lieath shail tigely develoo an on-poinz witten policy for consu'tation on mattersof
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AO. Thelleath Care Self-Goyenance Tribeloranaztions and daviotation Crishonof Health and Havioulation Depertmentof Emerpency Piedicel Service shaticnter Memorandum of Understendincs for the Noyalothation's use and occupary of Heblh

Czie Self-Goverionce Tribal Organization facilites as lona as such use and occuparcy does not interferc with direct cart servicss:
11. The Health Care Self-Governance Tribal Oceorization In its dealings with the federal and state soveroment, be it lobbyng afvocact, lifigation, or nesotiatinz efforts, shallonk lake positions or make arguments conglstent with official published Navalo Nation positions.
12. The Heath Care Self-Governance Tribal Oefanlation shall not direoty charge any tribal member for health care services nor chare the favajo Hation Emoloyee Eenefit Pian or Workers Compensation plan for health careservices urovided to a covered tribal member unless the Indien Healin Servictwould be ableto rharge the tribal member for the same service under the same circumstances unless otherwise authorized by the Nave'o Nation Cosnchi.
13. The Heath Sare Self-Governance Tribal Organization shall provide directoatent care to all Native American blifilie usars untess othorwise authorized by tio Navajo Naton Council.


Mr. Robert Salabye, President
Winslow Indian Health Care Center
500 North Indiana Avenue
Winslow, Arizona 86047


November 14, 2017

\section*{Re: Inquiry Regarding Legislative Requirements \\ For Reauthorization as Tribal Organization}

Dear Mr. Salabye:
Your letter of August 4, 2017 to Mr. Leven Henry has been referred to me for research and reply. You have asked for clarification regarding the legislative approval process required for continued reauthorization of Winslow Indian Health Care Center as a 'tribal organization' for purposes of ' \(638^{\prime}\) contracting as a health care provider for the Navajo Nation.

Legislation introduced relative to your interests would need to go to the Health, Education and Human Services Committee and then to the Naabik'iyati Committee for final approval,

As you know, Navajo Nation Council Resolution CJY-33-10, designated Winslow Indian Health Care Center to be a "tribal organization" until 2020. That resolution also identified the Intergovernmental Relations Committee, (now replaced by the Naabik'iyati Committee with respect to functions of this nature) as the foal approval authority for "...additional tribal organizations' participation..." (CJY-33-10, Para. No.4). We interpret that provision to mean any and all subsequent new designations and reauthorization are to go to the Neabik'iyati' Committee for final approval.

I trust this answers you inquiry. If I can be of further assistance on this issue, please let Delegate Jack know and he will contact me.


Edward A. McCool, Principal Attorney
Office of Legislative Counsel
Navajo Nation Council
Xe: Leven Henry, Chief Legislative Counsel
Honorable Lee Jack, Delegate, Navajo Nation Council


August 7, 2017

Levon Henry, Chief Legislative Counsel
Navájo Nation Council
Office of the Speaker
P.O. Box 3390

Vinciow Rock, AZ 36515

Re: Clarification of Process for WIHCC's Re-authorization to Compact

Dear Mr. Henry:
This letter transmits the request of the Winslow Indian Health Care Center (WIHCC) for clarification of the process WIHCC should follow to obtain re-authorization to compact the programs and funding it currentiy has under compact with the Indian Health Service. As explained in WIHCC President Robert Salabye's attached letter, with the reorganization of the Council, there are some questions about the proper process to be followed. Please note that WIHCC has recently obtained resolutions of support from each of the eight (8) Chapters WIHCC serves. These resolutions are attached to WIHC.''s letter.

I would appreciate your response to WHCC's letter as soon as possible. Please copy me on your response to President Salabye so that 1 can continue to assist WIHCC through its reauthorization process.

Please direct any questions to Sally N. Pete, CEO, WHHCC at 928-289-6100 or through email to sally.pete@wihcc.org. I appreciate your essistance with this matter.

Sincerely,


Lee Jack, Sr.
Dilkor Delegate
Navajo Nation Council
Aitaciment

CC: Robert E. Salabye, President, WIHCC Board of Directors
Sally N. Peie, CEO, WIHCC


WINSLOW INDIAN HEALTH CARE CENTER

August 4, 2017

Levon Henry, Legislation Counsel
Navajo Nation
P. O. Eax 3390

Window Rock, AT 86515
Re: Reauthorization of Winslow Indian Health Care Center Authority to Compact
Dear Mr. Menry:
We write to reguest your interpretation and guidance on the process the Winslow Indian Health Care Center ("WIHCC") should take to seek reauthorization from the Navajo Nation Council (NNC) to compact with the Indian Health Service (IHS).

As background, the WIHCC is currently authorized by NNC CJY-33-10 (copy enclosed) to compact for all 7 Promems, services, functions and activities, and associated resources, serving eight Chapters (Dilkon, op, White Cone, Teesto, Jeddito, Tolani Lake, Indian Wells, and Tsidi Toii) in the southwest region of the Navajo Nation, CJY-33-10 was passed in 2010 by the last 88 member Council. It was anticipated at that time, that new or addilional tribel organizations would seek reauthorization through the former Health and Social Services Committec (HSSC) and intergovermmental Relations Committee (IGR).

With the restructuring of the Council and Committees, we have questions about the proper Brocess for seeking reauthorization to continue compacting with the IHS. Although WIHCC's authorily umder CJY-3310 contimues through FY 2020 (September 30,2020 ), WIHCC desires to seekreauthorization in the near future as WIHCC is currently compacting for the plaming and design of the Dilkon Health Center Project, anci we anticipate construction iunding to become available in the next few years. It will be important for WIHCC to seek to renew its compacting authority well before September 30, 2020 so that WJHCC's authority to compact existing programs and the construction project is not in question by the IHS when construction funds become available.

Under CfY 33-10, we were required to obtain supporting resomtions from each of the Chapters we serve, and then to obtain a recommendation from our oversight committee, the former IISSC. Under paragraph 4 of CJY.33-10, the full Council delegated to the former IGR Committee, the authority to approve odditional tribal organizations' participation in Title \(V\) Self-Governance, upon the recommendation of the HSSC and each of the Chaptors served by the tribal organization. Under the new Council and Committee structure, we assume we will need supporting resolutions from each of the Chapters WIHCC serves. We further assume we should then proceed to obtain the recommendation from the Health, Education, and Human Services Committee. It is not clear whether we will further need to present our reauthorization Htion to the Nabik'iyati' Committee and/or the full Council once we have our eight (8) supporting fer resolutions and the recommendation of the HEHSC. We would appreciate your review of CJY-33-


10 and your interpretation and guidance as to the process WIHCC should follow to obtain reauthorization to compact.

We appreciate your assistance in responding to this request. Please contact Sally N. Pete, CEO, WHICC at (928) 289-6101, if you have questions or require further information.

Respectfully submitted,

\section*{Enclosure:}

NNC Resolution CJY-33-10
WIHCC Board of Directors Resolution
Jeddito Chapter Resolution JEDD-10-23-16-004
Dilkon Chapter Resolution DIL-2016-11-011
Tecsto Chapter TEE-NOV-11-17
Tolani Lake Chapter TL-02-1H-17
TSIDI TO'll Chapter TT-03-004-17
Indian Wells Chapter
White Cone Chapter WCC-2017-04-003
Leupp Chapter LP 05-076-2017

Copies:
WIHCC Board of Directors (7)
Sally N. Pete, CEO, WHHCC
Lindsay R. Naas, Legal Counsel

\section*{Board of Directors\%}

\section*{Chapter Resolutions}

\section*{2018}

A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELFDETERMINATION ACT (Pub. L. 93-638, as amended) PURSUANT TO NNC RESOLUTION CJY-33-10.
\begin{tabular}{|c|c|c|c|}
\hline  & ORCADIEATON & \multicolumn{2}{|l|}{} \\
\hline 1 & WIHCC BOD & WIHCC-2017-11 & 12/01/2017 \\
\hline 2 & DILKON CHAPTER & DIL-2018-03-071 & 3/11/2018 \\
\hline 3 & TOLANI LAKE CHAPTER & TL-04-1a-18 & 04/11/2018 \\
\hline 4 & TEESTO CHAPTER & TEE-APR-22-18 & 4/16/2018 \\
\hline 5 & LEUPP CHAPTER & LP-04-056-2018 & 4/12/2018 \\
\hline 6 & TSIDI TO'II CHAPTER & TT-05-001-18 & 5/20/2018 \\
\hline 7 & JEDDITO CHAPTER & JEDD-03-25-18-04 & 3/25/2018 \\
\hline 8 & INDIAN WELLS CHAPTER & IWC18-325 & 4/17/2018 \\
\hline 9 & WHITE CONE CHAPTER & WCC-2018-03-003 & 03/19/2018 \\
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\hline & & & \\
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\end{tabular}

\section*{WINSLOW INDIAN HEALTH CARE CENTER}

WIHCC-2017-11

\section*{RESOLUTION OF THE WINSLOW INDIAN HEALTH CARE CENTER}

A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Pub. L. 93-638, as amended) PURSUANT TO NNC RESOLUTION C.JY-33-10.

\section*{WHEREAS:}
1. The Winslow Indian Health Care Center ("WIHCC") is a non-profit corporation chartered under Navajo Nation law; and
2. WIHCC is designated as a tribal organization and authorized to compact with the Indian Health Service under Title V of the Indian Self-Determination Act pursuant to Navajo Nation Council Resolution No. CJY-33-10; and
3. WIHCC has successfully provided health care programs, functions, services and activities to the Navajo people in the southwest region of the Navajo Nation since September 1, 2002; and
4. WIHCC has the support of the eight (8) Chapters it serves: Leupp, Indian Weils, Dilkon, Teesto, Jeddito, Tolani Lake, Bird Springs and White Cone (see attached resolutions), to continue to provide health services and programs in the southwest region of the Navajo Nation; and
5. WIHCC desires to extend its existing authority to compact with the Indian Health Service beyond September 30, 2020, subject to the authority of the Navajo Nation to rescind such authority, to provide health care services and to compact for the planning, design and construction of the Dilkon Health Center, which is estimated to take several years beyond September 30, 2010 to complete, and other health care facilities.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Winslow Indian Health Care Center Board of Directors supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact with the Indian Health Service under Title V of the Indian SelfDetermination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the

\section*{WIHCC \\  \\ WINSLOW INDIAN HEALTH CARE CENTER}

Hózhógif doó k ut
WIHCC-2017-11
planning, design and construction of the Dilkon Health Center and other health care facilities, pursuant to NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Winslow Indian Health Care Center at which a quorum was present and that the same was passed by a vote of \(\qquad\) in favor, \(\qquad\) opposed, and \(\qquad\) abstained, this 1st day of December, 2017.


Robert Salabye, Board of Directors President



RESOLUTION NUMBER: DIL-2018-03-671

RESOLUTION OF THE DILKON CHAPTER OF THE NAVIG NATION
A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30. 2020 THE WINSLOW INDIAN HEALTH CARE'CENTER'SDESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLe EX OF THE INDIAN SELFDETERMINATION ACT (Pub. L. 93-638. as amended) PURSUANT TO NNC RESOLUTION CJY-33-10.

\section*{WHEREAS:}

1. Pursuant to 26 N.N.C. Section 3 (A) the Dilkon Chapter is a duly recognized certified chapter of the Navajo Nation Government, as listed at 11 N.N.C., part 1, section 10 ; and
2. Pursuant to 26 N.N.C. Section 1 (B) Dilkon Chapter is vested with the authority to review all matters affecting the community; and
3. The Dilkon Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Dilkon Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Dilkon Chapter has supported WIHCC 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 Dilkon and others in the southwest region of the Navajo Nation; and
6. By Dilkon Chapter resolution number DIL-2018-02-055, the Dilkon Chapter supports WIHCC compacting for the design and construction of the Dilkon Alterative Rural Health Center; and
7. WIHCC 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
8. WIHCC 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, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Dilkon Chapter supports extending the Winslow Indian Health Care Center'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 WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION
The Dilkon Chapter hereby approves the foregoing resolution was considered by the Dilkon Chapter at a duly called meeting in Dilkon, Navajo Nation, Arizona at which a quorum was present and that the same was passed by a vote of 24 in favor, 0 opposed, and \(\underline{6}\) abstained, that 11 th day of March, 2018.
Motion By: Jerry Freddie
Second By: Joann Tinininnie

lorenzo Lee, Sr., Chapter President, Presiding Official


\section*{RESOLUTION OF TOLANI LAKE CHAPTER WESTERN NAVAJO AGENCY \\ Resolution No.: TL-04-1a-18}

RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30,2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THEINDIAN HEALTH SERUICE UNDER TITLE Y OF THE INDIAN SELF DETERMINATION ACT (PUbIIC Law 93-638, as amended) PURSUANT TO NNC RESOLUTION CIY-33-1D

\section*{WHEREAS:}
1. Pursuant to 26 N.N.C., Section \(3(A)\) the Tolani Lake Chapter is a duly recognized certified chapter of the Navajo Nation Government, as Listed in 11 N. N. C., Section 1, and is delegated the authority and responsibility to promote projects that benefit the local community; and
2. Pursuant to 2 N.N.C., Section 4041, 4042 and 4043 , Tolani Lake Chapter is vested with all the authority mentioned in Paragraph A, B, C, D, E, F and G. As such the Tolani Lake Chapter is vested with the governmental authority to review all matters affecting the community and to make appropriate recommendations when necessary to the Navajo Nation, Federal, state and other agencies for appropriate actions that are most beneficial to the community; and
3. The Tolani Lake Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow indian Health Care Center (WIHCC); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Tolani Lake Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Tolani Lake Chapter has supported wHCC in contracting and compacting with the Indian Health Service pursuant to the Indian SelfDetermination Act to provide programs, services, functions and activities to the residents of the Tolani Lake Chapter and others in the southwest region of the Navajo Nationi; and
6. By Tolani Lake Chapter resolution 4TL-04-1a-18, the Tolani lake Chapter supports WHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WHCC 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
8. WHCC 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, for various purposes, including to prepare to and compact for the planning design and construction of the Dillon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW, THEREFORE BE IT RESOLVED THAT:}
1. The Tolan Lake Chapter hereby supports extending the Winsiow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian SelfDetermination Act with the indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that this foregoing resolution was duly discussed at a duly called Chapter Meeting, of the Tolan lake Chapter at which a quorum was present, and that the same was passed by 26 in favor, O opposed, 3 abstained, this 11th day of April, 2018.

Motion by: Margaret Tom
Second by: Artie Huskey
Minutes taken by: \(\qquad\) Rena M. Edwards \(\qquad\)


Alfred Thomas, Chapter President


Rena M. Edwards, Chapter Sec/Treasurer

\(\frac{46.11 \cdot 18}{\text { Date }}\)

TEESTO CHAPTER

\title{
SUPPORTING AND RECOMMENDING THE REAUTHORIZATION OF THE WINSLOW INDLAN HEALTE CARE CENTER'S DESIGNATION INDEFINITELY BEYOND SEPTEMBER 30, 2020 AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638 AS AMENDED) PURSUANT TO NAVAJO NATION COUNCIL RESOLUTION CJY-33-10
}

\section*{WHEREAS:}
1. The Teesto Chapter is a duly recognized and certified chapter of the Navajo Nation government pursuant to 26 N.N.C. Part A, Section 10; and
2. Pursuant to Title 26, Section 1 (B), the Teesto Chapter is a Governance Certified Chapter vested with the governmental authority to review all matters affecting the community, make recommendations to the Navajo Nation and other local agencies for appropriate actions with respect to health, safety and welfare of its constituents; and
3. The Teesto Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the [insert name of Chapter] Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Teesto Chapter has supported WIHCC 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 Teesto Chapter and others in the southwest region of the Navajo Nation; and
6. By Teesto Chapter resolution TEE-APR-22-18, the Teesto Chapter supports WIHCC compacting for the design and construction of the Dilkon Altemative Rural Health Center; and
7. WIHCC 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
8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to reseind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\footnotetext{
Elmer Clark, President - Leroy T. Thanas, Vlee Presldent - Saphia Francis, Secretary/Treasurer - Morgan Yazzie, Grazing Official- Lee Jack Sr, Council Delegate (Teesta/Dilkon/Indian Wells/Greasewood/Whitecone)
}

THE
PESTO CHAPTER
NaVAJO
NATION

\section*{RESOLUTION NO.: TEE-APR-22-18}

\section*{NOW THEREFORE BE IT RESOLVED:}
1. The Teesto Chapter hereby supports extending the Winslow Indian Health Care Center's designation indefinitely beyond September 30,2020 as a tribal organization and authorization to compact with the Indian Health Service under Title V of the Indian Self-Determination Act, P.L. 93-638 as Amended pursuant to Navajo Nation Council Resolution CJY-33-10 unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that the foregoing resolution was duly considered at a duly called ineeting of the [name of Chapter] at which a quorum was present and that the same was passed by a vote of \(\qquad\) in favor,
\(\qquad\) opposed, and \(\qquad\) abstained, on this \(16^{\text {di }}\) Day of April, 2018.

Elmer Clark, President
Teesto Chapter
Motion By: Myron Paddock

Second By: Lucinda Honan

\footnotetext{
Elmer Clark President - Leroy T. Thomas, Vice President - Sophia Francis, Secretary/Treasurer Morgan Yazzie.
Grazing Official-Lee Jack Sr, Council Delegate (Teesto Dilkon'Indian Wells/Greasewood/Whitecone)
}
Fussell Begaye
Navajo Nation President
Jonathan Nez
Navajo Nation Vice President
Waiter Phelps
Council Delegate (Birdsprings, Canmeron,
Coalmine, Leupp, and Tolani Lake Chapters)

\author{
Valerie Kelly \\ Leupp Chapter President \\ Angela Cody
}

Leupp Chapler Vice-President
Calvin Johnson
Leupp Chepter Secretary/Treasurer
Allen Jones
Leupp Chapter Grazing Officer
Facsimile: (928) 686-3232

\section*{RESOLUTION OF THE LEUPP CHAPTER}

\section*{Western Navajo Agency, Navajo Nation \\ Resolution No: LP 04-056-2018}


\title{
SUPPORTING OF EXTENSION BEYOND SEPTEMBER 30, 2020 OF THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELFDETERMINATION ACT (PUB. L. 93-638, AS AMENDED) PURSUANT TO NNC RESOLUTION CJY-33-10
}

\section*{WHEREAS:}
1. Leupp Chapter is a Certified Chapter of the Navajo Nation in accordance to Navajo Tribal Council Resolution CJ-20-55, and further recognized as a local government entity with the responsibility and authority to implement community programs and projects that will benefit the Leupp community; and
2. The Leupp Chapter pursuant to Navajo Nation Code: Title 26, The Navajo Nation Local Governance Act, is a Local Govemance Certified Chapter of the Navajo Nation through Resolution No.: LP08-106-2010; and
3. The Leupp Chapter as a duly Government Certified Chapter is empowered and authorized to oversee various community business and development within its Chapter boundaries including entering into agreements/ contracts that address and represent the best interest of its community; and
4. The Leupp Chapter strives for the betterment of its people by providing and assisting them with opportunity for improvement in the areas of livelihood, health and education; and
5. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing goverament to government relationship with the United States of America; and
6. The Leupp Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
7. The WIHCC has successfully provided health care programs, functions, services and activities to the Leupp Chapter since September 1, 2002; and
8. By previous Chapter resolutions, the Leupp Chapter has supported WIHCC 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 Leapp Chapter and others in the southwest region of the Navajo Nation; and
9. By Leupp Chapter Chapter resolution LP 04-056-2018 the Leap Chapter supports WHCC compacting for the design and construction of the Dillon Alternative Rural Health Center, and
10. WIHCC 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
11. WIHCC 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, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Heath Center, which is estimated to take approximately four to five years to complete.

\section*{NOW, THEREFORE BE IT RESOLVE THAT:}
1. Leap Chapter hereby supports extending the Winslow Indian Health Care Center'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 WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CIY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We, hereby, certify the foregoing resolution number LP 04-056-2018 was duly considered by the Leap Chapter, at a duly call chapter meeting at the Leupp Chapter house, Navajo Nation (Arizona); at which a quorum was present and that the same was passed by a vote of 23 in favor, 1 opposed and 5 abstention on this 12th, day of April, 2018.


Calvin Johnson, Spcretary/Treasurer


Allen Jones, Grazing Official

Walter Phelps, Navajo Nation Council Delegate



\section*{RESOLUTION OF TSIDI TO'H CHAPTER WESTERN NAVAJO AGENCY}

\section*{A RESOLUTLON IN SIUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTII CARE CENTER'S DESIGNATIONAS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACI WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Pub. L. \(93-638\), as amended) PURSUANT TO NNC RESOLUTION CJY-33-10.}

\section*{WHEREAS:}
1. The Navajo Nation, since time immemorial, has exercised its sovercign righls of self-government on behalf of the Navajo prople; and
2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to govermment relationship with the United States of America; and
3. The Tsidi To'ii Chapter is a chapter of the Navajo Nation and is provided thealth care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WHHCC has successfully provided health care programs, functions, services and activities to the Tsidi To'if Chapter since September 1, 2002; and
5. By provious Chapter resolutions, the Tsidi To'ii has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities io the rcsidents of the Tsidi Tn'ii Chapter and others in the southwest region of the Navajo Nation; and
 for the design and construction of the Dilkon Alternative Rural 1 lealth Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian IIcalth Service through Septernber 30, 2020 pursuant to NNC Resolution CJY-33-10; and
8. WIHCC desires to exiend its existing authority to compact with the Indian Health Service indcfinitely, subject to the authority of the Navajo Nation to rescind such authority, Cor various purposes, inciuding to prepare to and compacl for the planning, design and construction or the Ditkon Alternative Rural Heallh Center, which is estimared to take approximately four to five years to complete.

\section*{NOW THERENORE BE IT RESOLVED THAT:}
1. The Tsidi To'ii Chapter supports extending the Winslow Indian Llealth Care Center's designation as a tribal organization and authorization to compact pursuant to the Indiam Sclf-Determination Act with the Indian Health Service for all programs, functions, services and activities, and assuciated funds, for which WIHCC is eligible, including the planning, design and construction of hcalth facility construction

> Tsidi I'iii Cluapter * HC-61, Box K * Winsiow, Ariљona 86047
> 昆 (928) 686-3266 * FAX (928) 686-3269


\section*{Metsie Macabe}

projects within WIHCC's service arca, in NNC Resolution CJY-33-10, beyond Scptember 30, 2020, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that the foregoing resolution was duly considered al a duly called meeting of the fname of Chapter] at which a quortm was prescnt and that the same was passed by a vote of \(/ 7\) in favor, 0 opposed, and 4 abstained, that 20 th day or May, 2018.

Motion By: Alice afrcrlbe
Second By: / ismedelcioter


\author{
Waller Phelps, Distriet VCouncil / Felegute
}


\section*{RESOLUTION OF THE JEDDITO CHAPTER JEDD-03-25-18-04}

A RESOLUTION IN SUPPORT OF EXTENDNNG BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATLON AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE TNDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Pub. L. 93. 638, as amended PURSUANT TONNC RESOLUTION CJY-33-10.

\section*{WEEREAS:}
1. Jeddito is a certified unit of lacal government and political subdivision of the Navajo Nation having met all of the requirements at 26 N.N.C., Section 03; and codified at 11 N.N.C., Pait 1, Section 10; and
2. Pursuant to 26 N.N.C.; \((B)(1)\) the Navajo Nation Council delegates to Chapter governmental authority with respect to local matters consistent with Navajo law, including custom and tradition; and
3. The Navajo Nation, since time immemorial, has exercised its sovereign nights of self-government on behalf of the Navajo people; and
4. The Nzvajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
5. The Jeddito Chapter is a chapter of the Navalo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
6. The WIHCC has successfully provided health care programs, functions, services and activitles to the leddito Chapter since September 1, 2002; and
7. By previous Chapter resolutions; the Jeddito has supported WIHCC In contracting and companting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Ieddito Chapter and others in the southwest region of the Navajo Nation; and
8. By Jeddito Chapter resolution JEDD-03-18-18-04, the Jeddito Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and

9. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution C]X-33-10; and
10. WIHCC 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, for various purposes, Including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Jeddito Chapter supports extending the Winslow Indian Health Care Center'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 WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CjY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Jeddito Chapter at which a quorum was present and that the same was passed by a vote of 16 in favor, 0 opposed, and -3 abstained, on the 25 ch day of March 2018.
Motion By Brenda Mine
Second By: Barbara Begeay


Eugene Hasgora, Jeddito Chapter President

\section*{JONATHAN NEZ}

NHWONATHONITCE-RESIDENT
LORENzO bates
NivMO:TIT. COUNCIL SPEANER
LEE \(\| A C K\), \(5 R\)
CHATIER COLNCLL DELEGATE

\title{
THE INDIAN WELLS CHAPTER
} OF

\section*{RESOLUTION OF THE INDIAN WELLS CHAPTER}

\title{
A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30,
} 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELFDETERMINATION ACT (Pub. L. 93-638, as amended) PURSUANT TO N.N.C. RESOLUTION C.JY-33-10.

Resolution No.: IWC18-325

\section*{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 Amerjca; and
3. The Indian Wells Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Indian Wells Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Indian Wells has supported WIHCC 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 Indian Wells Chapter and others in the southwest region of the Navajo Nation; and
6. By Indian Wells Chapter resolution IWC18-325, the Indian Wells Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CFY-33-10; and
8. WIHCC 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, for various purposes, including to prepare to and compact for the planning, design and construction of the Dillon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Indian Wells Chapter supports extending the Winslow Indian Health Care Center'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 WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CFY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Indian Wells, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of -17 - in favor, -0- opposed, and -08- abstained, that 17ㅐㅓㄴ day of April, 2018.

\section*{Motion By: George John}

Second By: Betty Shaw


Benson Stewart President
Indian Wells Chapter

\section*{WHITE CONE CHAPTER \\ 28 N. HWY 77 PMB 5120 \\ Holbrook, Arizona 86025 \\ Telephone: (928) 654-3900 \\ Fax: (928) 654-3901}

\title{
RESOLUTION OF THE WHITE CONE CHAPTER
}

WCC-2018-03-003

\section*{SUPPORTING THE EXTENTION BEYOND SEPTEMBER 30, 2020, THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZTION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELFDETERMINATION ACT IPUBLIC AW 93-638, AS AMENDED) PURSUANT TO NAVAJO NATION COUNCIL RESOLUTION CIY-33-10}

\section*{WHEREAS:}
1. White Cone Chapter is a duly recognized chapter of the Navajo Nation Government, pursuant to the Navajo Nation Council Resolution CAP-34-98, known as the Navajo Nation Local Governance Act and herein codified in Title Twenty-six (26) of the Navajo Nation Code; and
2. Pursuant to Title Twenty-six (26) of the Navajo Nation Code allows White Cone Chapter to make decisions over local matters. This authority, in the long run, will improve community decision making, allow communities to excel and flourish, enable Navajo leaders to lead towards a prosperous future, and improve the strength and sovereignty of the Navajo Nation. Through adoption of this Act, White Cone Chapter is compelled to govern with responsibility and accountability to the local citizens; and
3. The Navajo Nation, since time immemorial, has exercised its soverelgn rights of selfgovernment on hehaif of the Navajo people; and
4. The Navajo Nation is a federallly recognized Indlan Tribe with a historic and ongoing government to government relationship with the Untied States of America; and
5. The White Cone Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center (WIHCC); and
6. The WIHCC has successfully provided health care programs, functions, services and activities to the White Cone Chapter since September 1, 2002; and
7. By previous Chaptr resolutions, the White Cone Chapter has supported WIHCC in contracting and compacting with the Indian Health Serice pursuant to the Indian SelfDetermination Act to provide programs, services, functions and activities to the residents of the White Cone Chapter and others in the southwest region of the Navajo Nation; and
8. By White Cone Chapter resolution WCC-2018-03-003, the White Cone Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
9. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to Navajo Nation Council Resolution CJY-33-10; and
10. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to resind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW, THEREFORE, BE IT RESOLVED THAT:}
1. The White Cone Chapter hereby supports the extention beyond September 30, 2020, the Winslow Indian Health Care Center's designation as a tribal organization and authoriztion to compact with the Indian Health Service under Title V of the Indian SelfDetermination Act (Public aw 93-638, as amended) pursuant to Navajo Nation Council Resolution CJY-33-10.

\section*{CERTIFICAITON}

We, hereby certify, that the foregoing resolution was duly considered by the community members of White Cone Chapter at a duly-called meeting at White Cone, Navajo Naiton (Arizona), at which a quorum was present and that same was passed by a vote of -31 - in favor, -0- opposed, -5 - abstained, on this 19 th day of March 2018.

Motion: Louise Begay
Second: Johnson Williams


\section*{Board of Directors/}

\section*{Chapter Resolutions}

\section*{2016}

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'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 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL
\begin{tabular}{|c|c|c|c|}
\hline  & \multicolumn{2}{|l|}{\begin{tabular}{l}
ORGRMIEAMON \\
RESOMMION
\end{tabular}} & 㱥 \\
\hline 1 & WIHCC BOD & & 10/07/2016 \\
\hline 2 & DILKON CHAPTER & DIL-2016-11-011 & 11/13/2016 \\
\hline 3 & TOLANI LAKE CHAPTER & TL-02-1H-17 & 2/13/2017 \\
\hline 4 & TEESTO CHAPTER & TEE-NOV-11-17 & 11/21/2016 \\
\hline 5 & LEUPP CHAPTER & LP 05-076-2017 & 05/09/2017 \\
\hline 6 & TSIDI TO'II CHAPTER & TT-03-004-17 & 03/21/2017 \\
\hline 7 & JEDDITO CHAPTER & JEDD-10-23-16-004 & 10/23/2016 \\
\hline 8 & INDIAN WELLS CHAPTER & IWC-17-242 & 03/21/2017 \\
\hline 9 & WHITE CONE CHAPTER & WCC-2017-04-003 & 04/19/2017 \\
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\section*{RESOLUTION OF THE WINSLOW INDIAN HEALTH CARE CENTER}

\section*{A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'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 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.}

\section*{WHEREAS:}
1. The Winslow Indian Health Care Center ("WIHCC") is a non-profit corporation chartered under Navajo Nation law; and
2. WIHCC is designated as a tribal organization and authorized to compact under Title \(\mathbf{V}\) of the Indian Self-Determination Act with the Indian Health Service pursuant to Navajo Nation Council Resolution No. CJY-33-10; and
3. WIHCC has successfully provided health care programs, functions, services and activities to the Navajo people in the southwest region of the Navajo Nation since September 1, 2002; and
4. WIHCC has the support of the eight (8) Chapters it serves: Leupp, Indian Wells, Dilkon, Teesto, Jeddito, Tolani Lake, Bird Springs and White Cone, to continue to provide health services and programs in the southwest region of the Navajo Nation; and
5. WIHCC 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, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Altemative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Winslow Indian Health Care Center Board of Directors supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact under Title V of the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area,


Phone: 928/289-6100
Fax: 928/289-3447
pursuant to NNC Resolution C.JY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Winslow Indian Health Care Center at which a quorum was present and that the same was passed by a vote of 10 in favor, \(O\) opposed, and \(Q\) abstained, this \(\mathbb{I}^{\text {th }}\) day of October, 2016.

Robert Salable, Board/6f Directors President
motion By: John Wells
second By: Mary Ann Begay_

\section*{RESOLUTION OF}

\section*{DILKON CHAPTER}

\section*{RESOLUTION NUMBER: DIL-2DI6-11-EI?}

\section*{RESOLUTION OF THE DILKON CHAPTER OF THE NAVAJO NATION}

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDHAN HEALTH CARE CENTER'S DESIGNATIONAS A TRIBAL ORGANIZATIOM AND AUTHORIZATIONTO COMIPACT UHDER TMLE Y OF THE INDLAN SELF-DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT, TO NNC RESOLUTION CJY-33-10 MDEFINITELY, UNLESS RESCINDED BY THE NAYAJO NATION COUNCIL.

\section*{WHEREAS:}
1. The Navajo Nation, since time immemorial, has exencised 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 Dilkon Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and The WIHCC has successfully provided health care programs, functions, services and activities to the Dilkon Chapter since September 1, 2002; and
4. By previous Chapter resolutions, the Dilkon Chapter has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian SelfDetermination Act to provide programs, services, functions and activities to the residents of the Dilkon Chapter and others in the southwest region of the Navajo Nation; and
5. By Dilkon Chapter resolution number DiL-2016-11-011, the Dilkon Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and WIHCC 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 WIHCC 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, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Dilkon Chapter supports extending the Winslow Indian Health Care Center'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 WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, indefinitely, and unless rescinded by the Novajo Nation Council.

\section*{CERTIFICATION}

The Dilkon Chapter hereby approves the foregoing resolution was considered by the Dilkon Chapter at a duly called meeting in Dilkon, Navajo Nation, Arizona at which a quorum was present and that the same was passed by a vote of 19 in favor, 0 _ opposed, and 7 abstained, that 13 th day of November, 2016. Motion By: Jonathan Manygoats \(\qquad\) Second By: \(\qquad\) Eorent Eee, Sr., Chapter President, Presiding Official

\section*{RESOLUTION OF}

\section*{TOLANI LAKE CHAPTER}


\section*{RESOLUTION OF TOLANI LAKE CHAPTER WESTERN NAVAJO AGENCY Resolution No.: TL-02-1H-17}

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'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 NNG RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL

\section*{WHEREAS:}
1. Pursuant to 26 N.N.C., Section \(3(A)\) the Tolani Lake Chapter is a duly recognized certified chapter of the Navajo Nation Government, as Listed in 11 N. N. C., Section 1, and is delegated the authority and responsibility to promote projects that benefit the local community; and
2. Pursuant to 2 N.N.C., Section 4041,4042 and 4043 , Tolani Lake Chapter is vested with all the authority mentioned in Paragraph A, B, C, D, E, F and G. As such the Tolani Lake Chapter is vested with the govemmental authority to review all matters affecting the community and to make appropriate recommendations when necessary to the Navajo Nation, Federal, State and other agencies for appropriate actions that are most beneficial to the community; and
3. The Tolani Lake Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ( \({ }^{(W I H C C}\) ); and
4. The WHHCC has successfully provided health care programs, functions, services and activities to the Tolani Lake Chapter since September 1, 2002; and
5. By previous chapter resolutions, the Tolani Lake Chapter has supported WIHCC in contracting and compacting with the Indian Heallh Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Tolani Lake Chapler and others in the southwest region of the Navajo Nation; and
6. By Tolani Lake Chapter resolution TL-02-1H-17, the Tolani Lake Chapter supports WIHCC compacting for the design and construction of the Dilikon Altemative Rural Health Center; and
7. WHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2010 pursuant to NNC Resolution CJY-33-10; and
8. WHCC desires to extend its existing authority to compact with the Indian Health Service indefiniteit, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW, THEREFORE BE IT RESOLVED THAT:}
1. The Tolani Lake Chapter fully supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian SelfDetermination Act with the Indian Healkh Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that the Foregoing Resolution was considered and moved for approval By the Tolani Lake Chapter at a dully called meeting at Tolani Lake Chapter, Navajo Nation, (Arizona), at which a quorum was present and that the same was passed by a vote of 23 in favor, 0 opposed and _ 4 abstained on the 13 day of February 2017.

MOTIONED BY: Elsie Monroe
SECONDED BY: Janette Thomas
MINUTES BY: Rena M. Edwards


Alfred Thomas, President


Rena M. Edwards, Secretary/Treasury


Leland Dayzie, Vice Presideát

Walter Phelps, Council Delegate

\section*{RESOLUTION OF}

\section*{TEESTO CHAPTER}

\author{
TEESTO CHAPTER
}

\author{
P.O. BOX 7385 - Teesto CPU \\ Winslow, Arizona 86047 \\ Phone: (928) 657-8042-Fax: (928) 657-8046
}

\title{
RESOLUTION OF THE TEESTO CHAPTER Fort Defiance Agency, The Navajo Nation RESOLUTION NO.: TEE-NOV-11-17
}

\section*{A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'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 GJY-33-10 INDEFINITELY. UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.}

\section*{WHEREAS:}
1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of selfgovernment on behalf of the Navajo people; and
2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing govemment to government relationship with the United States of America; and
3. The Teesto Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Teesto Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Teesto Chapter has supported WHHCC 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 [insert name of Chapter] and others in the southwest region of the Navajo Nation; and
6. By Teesto Chapter resolution TEE-NOV-11-17, the Teesto Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC 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
8. WIHCC 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, for various purposes, including to provide stability of the clinical programs and services.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Teesto Chapter supports extending the Winslow Indian Health Care Center'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 WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution C.IY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

Elmer Clark, President - Leray T. Thomas, Vice Presideni - Sophia Francis, Secretary/Treasurer - Alberia Yazzie, Grazing Officlat-Lee Jack, Sr; Council Delegate (Teesto/Dilkon/Indian Wells/Greasewood/Whitecone)

THE
NAVAJO
NATION

TEESTO CHAPTER
P.O. BOX 7385 - Teesto CPU

Winslow, Arizona 86047
Phone: (928) 657-8042 - Fax: (928) 657-8046

"Saddle Butce Mowntion"

CERTIFICATION
We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Teesto Chapter at which a quorum was present and that the same was passed by a vote of \(3 l_{2}\) in favor, \(D\) opposed, and 15 abstained, on this 21 day of Noveruloer , 2016.

Motion By:Lucinda Honami

Second By: Marilyn Lewis
sebur
Elmer Clark, President Teesto Chapter

\section*{RESOLUTION OF}

\section*{LEUPP CHAPTER}

Allen Jones
Leupp Chapter Grazing Officer

\title{
RESOLUTION OF THE LEUPP CHAPTER Western Navajo Agency, Navajo Nation Resolution No: LP 05-076-2017
}

\section*{SUPPORTING OF EXTENDING THE WINSLOW INDLAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDLAN SELF-DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL}

\section*{WHEREAS:}
1. Leupp Chapter is a Certified Chapter of the Navajo Nation in accordance to Navajo Tribal Council Resolution CJ-20-55, and further recognized as a local govemment entity with the responsibility and authority to implement community programs and projects that will benefit the Leupp community with responsibility and accountability to community membership; and
2. The Leupp Chapter pursuant to Navajo Nation Code: Title 26, The Navajo Nation Local Governance Act, is a Local Govemance Certified Chapter of the Navajo Nation through Resolution No.: LP08-106-2010; and
3. The Leupp Chapter as a duly Government Certified Chapter which delegated the governmental authority within its Chapter boundaries with respect to local matters consistent with Navajo laws, including customs and traditions, allow Chapters to make decisions to govern with responsibility and accountability to community membership; and
4. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to govermment relationship with the United States of America; and
5. The Leupp Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
6. The WIHCC has successfully provided health care programs, functions, services and activities to the Leupp Chapter since September 1, 2002; and
7. By previous Chapter resolutions, the Leupp Chapter has supported WHCC 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 Tolani Lake, Leupp, Birdsprings Chapters and others in the southwest region of the Navajo Nation; and
8. By previous Chapter resolutions, the Leupp Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center, and
9. WIHCC 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
10. WIHCC 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, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alterative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW, THEREFORE, BE IT RESOLVED THAT:}
1. The Leap Chapter hereby supports extending the Winslow Indian Health Care Center'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 indefinitely, unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We, hereby, certify the foregoing resolution number LP 05-076-2017 was duly considered by the Leupp Chapter, at a duly call chapter meeting at the Leap Chapter house, Navajo Nation (Arizona); at which a quorum was present and that the same was passed by a vote of 23 in favor, 0 opposed and 6 abstention on this 9 th, day of May, 2017.

Motion by: Gilbert Chee


Seconded by: Louise Walker

Angela Cody, Vice-President
ABSENT
Allen Jones, Grazing Official

Walter Phelps, Navajo Nation Council Delegate

\section*{RESOLUTION OF}

\section*{TSIDI TOII CHAPTER (Birdsprings)}


\title{
RESOLUTION OF THE TSIDI TO II (BIRDSPRINGS) CHAPTER WESTERN NAVAJO AGENCY
}

Resolution No: TT-03-004-17

\section*{TO SUPPORT OF EXTENDING THE WINSLOW INDLAN HEALTH CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NAVAJO NATION COUNCIL RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RECINDED BY THE NAYAJO NATION COUNCIL}

\section*{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. Pursuant to 26 N.N.C., Section 3 (A), the Tsidi To'ii (Birdsprings) chapter is a duly recognized chapter of the Navajo Nation Government, as listed at 1 IN.N.C., Part 1, Section 10, and is a certified chapter government of the Navajo Nation in accordance with the Navajo Nation Local Governance Act, 26 N.N.C., Section 1 (B); thereby, vested with the authority to protect and promote the general health, safety, and welfare of the Chapter membership; and
4. The Tsidi To'ii (Birdsprings) chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center (WIHCC) and has successfully provided health care programs, functions, seryices and activities since September 1, 2002; and
5. By previous Chapter resolutions, the Tsidi To'ii (Birdsprings) has supported WIHCC 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 Tsidi To'ii (Birdsprings) Chapter and others in the southwest region of the Navajo Nation; and
6. By Tsidi To'ii (Birdsprings) Chapter resolution number TT-04-001-16, the Tsidi To'ii (Birdsprings) Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through Seprember 30, 2020 pursuant to N.N.C. Resolution CJY-33-10; and

> Tsidi To'il Chapter * HC-61, Box K * Winslow, Arizona 86047
> \& (928) 686-3266 * FAX (928) 686-3269

8. WIHCC 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, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Tsidi Toni (Birdsprings) Chapter supports extending the Winslow Indian Health Care Center'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 WhHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in N.N.C. Resolution CIY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We, hereby, certify that the foregoing resolution was considered at a duly called Chapter meeting at Tsidi Toni (Birdsprings) Chapter, Navajo Nation, where a quorum was present and that the same was passed by a vote of 26 in favor, \(\mathrm{O}_{1}\) opposed, and \(\qquad\) abstained, this \(\qquad\) day of Morel 2017.
Motioned by: Havre Moore
Seconded by: Ane as Media be

Chapter President



Chapter Vice-President

\author{
Chapter Grazing Official
}

\section*{RESOLUTION OF}

\section*{JEDDITO CHAPTER}


RESOLUTION OF THE JEDDITO CHAPTER
JEDD-10-23-16-004

\begin{abstract}
A RESOLUTION IN SUPPORT OF EXTENOING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE VOF THEINDIAN SELF DETERMINATION ACT WITH THE INDIANHEALTH SERVICE PURSUANTTO NNC RESOLUTION CIY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAIO NATION COUNCIL
\end{abstract}

\section*{WHEREAS:}
1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of selfgovernment 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 Jeddito Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center("WHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Jeddito Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Jeddito has supported WIHCC 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 Jeddito Chapter and others in the southwest region of the Navajo Nation; and
6. By Jeddito Chapter resolution IEDD-10-23-16-004, the Jeddito Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Services through September 30, 2010 pursuant to NNC Resolution CIV-33-10; and
8. WIHCC desires to extend its existing authority to compact with the Indian Health Services indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning,
design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Jeddito Chapter supports extending the Winslow Indian Health Care Center'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 WIHCC is eligible, including the planning design and construction of health facility construction projects within WJHCC's service area, in NNC Resolution CV-33-10, Indefinitely, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Jeddito Chapter at which a quorum was present and that the same was passed by a vote of 18 In favor, 0 opposed, and 2 abstained, that 23 rd day of October, 2016.

Motioned By: Laverne Yazie
Second By: Helena Carl


Terry J. Yazzie, President Jedidito Chapter

\section*{RESOLUTION OF}

\section*{INDIAN WELLS CHAPTER}

RUSSELL BEGAYE
Tajo nat Ion president
O NATHAN NE
NAVAJO NATION VICE PRESIDENT
LORENZO Bates
NAVAJO NATION COUNCIL SPEARER
LEE JACK; SR.
CHAPTER COUNCIL DELEGATE

THE INDIAN WELLS CHAPTER

\section*{OF}

THE NAVAJO NATION
BENSON STEWART president
HANS HANKIE
VICE-PRESIDENT
NORA A. JOHN
CHAPTER SECRETARYTTREASURER
JAMES LEE CLARK
CHAPTER GRAZING OFFICIAL.

\section*{RESOLUTION OF THE INDIAN WELLS CHAPTER}

Resolution No:IWC-17-242
A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'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 NNE RESOLUTIONICJY-33-10 INDEFINITELY, UNLESS RESCINDED BYTHENAVAWIO NATION COUNCIL.

\section*{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 off America; and \(\qquad\)
3. The Indian Wells Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Indian Wets] Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the [name of Chapter] has supported WIHCC 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 Indian Wells Chapter and others in the southwest region of the Navajo Nation; and
6. By Indian Wells Chapter resolution \#IWC17-242, the Indian Wells Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC 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
8. WIHCC 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, for various purposes, including to prepare to and compact for the planning, design and construction of the Dillon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The Indian Wells Chapter supports extending the Winslow Indian Health Care Center'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 WIHCC is eligible, including the planning, design and construction of health facility construction projects within WiSC's service area, in NNC Resolution C)Y-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

\section*{CERTIFICATION}

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the [name of Chapter] at which a quorum was present and that the same was passed by a vote of 14 in favor, 0 opposed, and 08 abstained, that 21st day of March, 2017.

Motion By: Lorena Jackson
Second By: Betty Rose Charley


Benson Stewart, Chapter President Indian Wells Chapter

\section*{RESOLUTION OF}

\section*{WHITE CONE CHAPTER}


\section*{RESOLUTION OF THE WHITE CONE CHAPTER WCC-2017-04-003}

SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'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 CIY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.

\section*{WHEREAS:}
1. White Cone Chapter is a duly recognized chapter of the Navajo Nation Government, pursuant to the Navajo Nation Council Resolution CAP-34-98, known as the Navajo Nation Local Governance Act and herein codified in Title Twenty-5ix (26) of the Navajo Nation Code; and
2. Pursuant to Title Twenty-six (26) of the Navajo Nation Cade allows White Cone Chapter to make decisions over local matters. This authority, in the long run, will improve community decision making, allow communities to excel and flourish, enable Navajo leaders to lead towards a prosperous future, and improve the strength and sovereignty of the Navajo Nation. Through adoption of this Act, White Cone Chapter is compelled to govern with responsibility and accountability to the local citizens; and
3. The Navajo Nation, since time immemorial, has exercised its sovereign rights of selfgovernment on behalf of the Navajo people and is a federally recognized Indin Tribe with a historic and ongoing govenment to government relationship with the United States of America; and
4. The Winslow Indian Health Care Center provides health care programs, functions, services and activities to the White Cone Chapter community members; and
5. Winslow Indian Health Care Center is currently disgnated as a tribal organiztion and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CIY-33-10; and
6. Winslow Indian Health Care Center 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, for various purposes, including to provide stability of the clinical programs and services.
7. The White Cone Chapter community recognizes the need for continued health care services and compactiag for the design and construction of the Dilkon Alternative Rural Health Center.

\section*{NOW THEREFORE BE IT RESOLVED THAT:}
1. The White Cone Chapter supports of extending the Winslow Indian Health Care Center'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 indefinitely, unless rescinded by the Navajo Nation Council.

\section*{CERTIFICAITON}

I hereby certify that the foregoing resolution was duly considered by the community members of White Cone Chapter at a duly-called meeting at White Cone, Navajo Naiton (Arizona, at which a quorum was present and that same was passed by a vote of \(\underline{32}\) in favor, \(\underline{0}\) opposed, \(\underline{\underline{9}}\) abstained, on this \(19^{\text {th }}\) day of April 2017.

Motion: Henry Attakai
Second: Johnson Williams




Yesterday certain members of the DHCSC and WIHCC BOD met with Dr. Segay in Window Rock. We discussed the advocacy and construction of the DHC issues. Honorable Lee Jack, Sr. had originally requested the meeting of President Begaye but the meeting was referred to Dr. Segay from OPVP. Mr. Lee Jack insisted a meeting still needed to happen with the President and was able to obtain another schedule to meet with the president on Friday, March 30 at 8:30 am. Dr. Segay was informed of this additional schedule and stated she would return earlier from Washington to attend this Friday morning meeting. This meeting is now cancelled.

I believe she had a meeting with her staff following her meeting with DHCSC/WIHCC BOD and from there she called Mr. Lee Jack requesting to cancel Friday's meeting with the president to which Mr. Jack concurred. Mr. Jacl@Mformed Mr. Thomas, Lorenzo Lee, Mr. Freddie and myself of this development later in the afternoon. She also called me to inform me of the cancellation as well. She cited the need to secure an updated IHS Annual Facilities Planning breakdown first to get a definite budget for the Dilkon Health Center and other NN health care facilities before initiating meeting with the president. She stated the advocacy might not even be necessary in case DHC be end up being fully funded. She did say she spoke with Brian Johnson and got from him the NOFA will not be issued soon as the letter from Mr. Salabyo to President Begaye stated. IHS Headquarters will be begin the budgeting process for the health care facilities beginning this Friday I believe she stated but it will be awhile until the facilities planning budget is released. Dr. Segay did express some support for the compacting the construction by WiHCC but she wanted to help strategize in how to present to the president. The rationale for compacting cannot be based on funding issues alone like ability to retain any cost savings from the project; or the ability to collect interest revenues or taxation avoidance. Some fundamental reasons should be how a ' 638 entity construction is more beneficial; i.e. more fiexibility to expand or to incorporate needs like cafeteria, veterans health care services, other specialized health care, etc. where cost savings isn't the primary reason why WIHCC should construct the DHC.

The DHCSC members still need to be informed of the Friday's meeting cancellation as well but this is basically to inform WIHCC BOD and administration of the meeting cancellation for Friday. If any questions, please do not hesitate to call or email.

Elmer Clark, Planner

Dilkon Heath Steering Committee and NDOH Executive Director-Dr. Glorinda Segaye Fcbruary 6, 2018
Meeting stated at 10:25 AM
LeRoy Thomas, Sally Ann Dick, Manuel Shincy, Rosic Sckayumptewa, Sheila Manuelio, Jim Charles Siore,...Dilkon Chapter President, Lorenzo Lee, WIHICC Liaison, John R Nells

\section*{NI)OH Rep-Sylvia Etsilty, Henry lank Haskie, ('urtis [3}
1. Opening of Mecting, 1.)r. Segaye welcomed all in atterdance and gave time to meet through introductions:
2. Introductions: Introductions were made around the table.
3. Purpose- LeRoy Thomas, President of Dilkon Steering Committee... In 2010 I became the Dilkon Stering Conmittec chaiperson, Mr Anselm Roanhorse used to come and meet with us, sharing with us responsibilities and other cncouragements, back then he promoted advocacy trips and likewise. We look to you to carry this continued efforts. District 5 \& 7 in a joint meeting, with one main prometion, to bring water to the commenities in these districts. Moncy and financial concerned was a big factor, and through working relations, we were able to agree on bringing a humongous efforts in our midst. We are now pursuing the Dilkon Ilealth Center: Jeb \(7 \& 8\), in Winslow we are having the Design/Archited meeting to continue phasing into reality what the health eenter will look like. Previous important meetings occurred with pertinent information and decisions. A couple of years ago President Russell Begry met with us at a joint Stecring Committee and WIHCC. Anmal mecting at Fort McDowell. At which he stated his full support and promised financial assistance to promote the Dilkon Ilealih Center endeavor.
Sylvia is also instrumental in assisting us. also Theresa Galvin... at the Fort McDowell mecting the president provided us some stipend funded which we never had. Everyone of the Steering Committee members have beal on volunteer basis.
4. FY 2018 Advocacy Trip- Sylvia Etsitty- Haskie-we are trying to stay on top of things and the forward going processes, mainly for advocacy Trip. President Trump and Washington has not decided on budgets that will facilitate our requests. FY 2019 budgets will need to be in place before we further support these initiatives. The goal is that the health facilities is completed with successes. So budget appropriations io fund the project is needed... hoth the heallh center and the staff bousing... there was a question if \(\$ 50 \mathrm{M}\) would be availahle... currently we understand from IHS that that amount is not yot available. Fverything is based on what is to be appropriated and funding sources availahle.
a. DHCSC Proposal Regarding Trip-Ehmer Clark.... ever since you took this office position it looks like we've never had the elance to really mee to focus on what we are doing for the Dilkon project... with all efforts put forth, the PJD and POR were worked on and finalized. In that we started with the figure of \(\$ 187 \mathrm{M}\) health center project, however that increased \(10 \$ 201 \mathrm{M}\). In our meetings we contracted with a architee firm Childers from Arkansas and their partner \(115 K\) from Scolnsdale, AL. The current project is underway,., next years request is \(\$ 94.8 \mathrm{M} .\). Last year through Council Delegate Lee Jack Sr., he made \(\$ 10,000.00\) available from NDOH funding sources for continued advocacy. Somehow, we Were denied participating in the advocacy for the ongoing solicitation for the Dilkon llealth Center. we are here to ask that that does not happen again. We know this is necded. We come 10 you Dr. Segaye, for this grassroots committee and help us facilitate this continued project. The time fance is important for March or April 2018 advocacy trip. The \(\$ 10,000.00\) that's made available to us we want to begin making and preparing for the trip. We have four persons whom will be representing and they are Steering Committee President l, RRoy Thomas, Secretary/Treasurer Rosic Sekayemptewa, Sally Amn Dick and myself as Plamer. Yesterday Mr Jerry Freddie was selected from WIICC: BOD to represent the board and especially to represent Dilkon. the host community. We've run into the issue to (iov't of Gov't
emphasis and that makes matters difficult. We'd like to have one tribal elected official to tag along to make the trip even more effective, possibly Mr. Jonathan Nez, VP. The past Friday, Feb 2, 2018 the WIIICC: Board of Directors in a duly called meeting, approved the Resolution Requesting and Recommending the US Senate and House of Representatives; Office of Management and Budget and Health and Human Services Department to Support and Approve the Final Funding for the Construction of the Dilkon Ilealth Center in the Amount of \$94.8M in Fiscal Year 2019. It's initiatives like this we need to keep promoting and that can only happen through advocacy.

Also, this coming Wednesday and Thursday, February 7 and Sth, the schematics on clesign will be provided by the Design Team... November 2018, the target is to complete the design phase. Questions are being asked, who will construct? Who will becone owners is still to be determined.. These are information and factors that involve the President, Vice President of the NN and are asking if your oflice would facilitate a future meeting to come to the table and become aware of the Dilkon Health Center project.

The Leupp-Dilkon water project is in process also. These involve not only the water line, but water booster stations, drilling of the water location, and involving projects to assist with chapters and communities along the way. The steering committee did a lot of fool work, knocking on doors, mecting with people, some for and a few against but in reality its agreeable.
b. DHC Project Issue Paper
c. Supporting Resolutions for FY 2019 Funding
d. Need support from OPVP and NNWO
5. Requesting mecting with OPVP- LeR oy Thomas, there's a question regarding land issues with residences especially with the idea of some indicating renewal of land consent in regards to the LeuppDilkon waterline, etc. Wc are stating that previous agreements have already been made, and no sense on revisiting the work that has beens completed. We necd our leadership to state that so work can proceed on the waterline.

Dr. Scgayc, NDOII- I'm hearing two things; 1. we want to hear updates and information, 2. the other is we have questions? Which do you want to do... ". There's a possibility that I can ask Capt. Brian Iolnson, to provide infomation and perhaps he has the update/information you need and that can answer your questions. There would be no need to go to the presidents office ... Maybe altach information such as briefing information, documents, attachments and Resolutions that are forthcoming... the reason for denial is that the design phase, with start up was already approved by the president, and that would be your portion of work. The NN president only works through and communicates mainly by internet...I don't know about the advocacy trip, maybe wait for this after the Senate and House budget approval... and make the trip until then...
Theresa Galvin- I believe the reguest is that the stcering committee provide infonnation, who will be going for the advocacy trip. You need to work with Michelle Morris- (Mitch) is another person to work with. We also need a list of the steering committee members, and the communities they represent. We are in the middle of negotiations ... Next week Delegate Leonard Tsosie and I are expected to follow up with the Budget process to be made from the 2019 Budget Formula meetings we had in Flagstaff. Also. prepare a briefing packet- to be presented to Brian for his review, maybe then present it to the President. It will be at his discretion. Ite might want to meet only with certain indivicluals to finalize efforts.
6. Invitation to IIEHSC to meet in Ditkon for Update- LeRoy Thomas
7. Orhers
8. Adjournment... Dr. Segaye excused herself at 11:46 AM. She actually closed the meeting having to leave to another meeting. The meeting concluded and we were excused...

Respectfully submitted, Joln Nells, WHHCC Liaison to DHCSC
ASSOCIATION OF INDIANS FOR S -DETERMINATION IN HEALTHCARE
DATE: December 4, 2017
TIME: 9:05 am
Vacant, RNSB Board
Jamie Harvey, UNHS B
Jacqueline Platero, CBNHC Board Maria Clark, CBNHC Exec Director

\section*{Dawn Williams, WIHCC EA}
\begin{tabular}{|c|c|c|}
\hline TOPC & DISCUSSION & ACTION \\
\hline 1. Call to Orderlinvocation & Meeting called to order at 9:05 a.m. & Called to order by Robert Salabye, President \\
\hline 2. Roll Call & Nine members were present that constituted a quorum: 1) Robert Salabye; 2) Sally Pete; 3) Christopher Curley; 4) Lynette Bonar; 5) Bucky Apache 6) Michael Jensen 7) Jaqueline Platero 8) Maria Clark & Roll Call by Christopher Curley \\
\hline 3. Review \& approval of agenda & Presentation of the AISDH Meeting Agenda for review and approval. & Sally Pete motioned to approve the Agenda. Lynette Bonar seconded the motion. Motion carried: Vote 7-0-0; Chair not voting. \\
\hline 4. Review \& approval of minutes from October 16, 2017 & Meeting Miriutes for October 16, 2017 was presented for approval. & Sally Pete motioned to approve the minutes. Christopher Curley seconded the motion. Motion carried. Vote 7-0-0; Chair not voting. \\
\hline \multicolumn{3}{|l|}{5. OLD BUSINESS} \\
\hline A. Update: 501 C 3 Legal & \begin{tabular}{l}
Lindsay Naas presented on Update: 501C3 Legal: \\
- Review of the Form 1023 Application for Recognition of Exemption under Section 501C3 of the internal Revenue Code. Form 990 don't need to complete don't exceed \(\$ 25 \mathrm{~K}\). \\
- A brief review of the Association of Indians for Self-Deternination in Healthcare (AISDH) IRS Form 1023 - completed based on activities need the committees assistant \\
- Health Summit description \\
- Include a brief activity on our annual meeting \\
- Add under 3 " paragraph - "National State and Tribal Members" instead of Navajo Nation Council \\
- Also add under \(2^{\text {nd }}\) paragraph \\
- Discussions on Instructions for Form 1023 - Change Part VIII: \#5 to "No" \\
- Compensation and other financial arrangements with your officers,
\end{tabular} & Jaqueline Platero motioned to Approval the 501C3 Application with modifications as discussed, Sally Pete seconded the motion. Motion carried. Vote 7-0-0; Chair not voting. \\
\hline
\end{tabular}

\footnotetext{
638 Meeting, Gallup, NM: December 4, 2017, Page 1 of 7 Approved 02/09/18
}
ASSOCIATION OF INDIANS FOR SELF-DETERMINATION IN HEALTHCARE
638 Association Meeting Minutes

638 Meetillup, NM: December 4, 2017, Page 2 of 7 Approved 02/09/18
638 Meeting, Gallup, NM: December 4, 2017, Page 3 of 7 Approved 02/09/18
 638 Associatioll
\begin{tabular}{|c|c|c|}
\hline Whropic ene &  &  \\
\hline & \begin{tabular}{l}
- Education for Humnan Trafficking / Sexual Assault (Tsehootsooi) \\
- Board Education on Ethics / Code of Conduct Trainings (Legal Advisory) \\
- Create a chart of all 638 agencies and include Alaska (Food Sovereignty) \\
- Invite Medicare / Medicaid on how to setup new services (Tuba City / Canioncito) \\
- Medicare / Medicaid Update by Kim Russell \\
- Credentialing Process \\
- Quality Advocate (Utah) \\
- Financial - Training for Heaithcare Finance (Canioncito) \\
- Human Resources - Adjudication Process (Employee) \\
Request a Pre-Conference with Alva Tom.
\end{tabular} & \\
\hline E. Public Safety Facilities: Resolution: LBonar & \begin{tabular}{l}
Lynette Bonar presented on Public Safety Facilities: Resolution: \\
- TOTHE NAVAJO NATION GOVERNMENT TO MEET ITS BASIC gOVERNMENTAL DUTYAND OBLIGATION TO NAVAJO PEOPLE BY CONSTRUCTING, STAFFING AND FUNDING PUBLIC SAFETY SUB-STATIONS TO PROVIDE BASIC PUBLIC SAFETY SERVICES, INCLUDING POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY TRANSPORTATION SERVICES TO THE COMMUNITY OF KAIBETO AND OTHER SIMILAR RURAL COMMUNITIES ON THE NAVAJO NATION
\end{tabular} & For information only. \\
\hline F. NNDOH Update: Dr.
GSegay & \begin{tabular}{l}
Dr. Glorinda Segay presented on NNDOH Update: \\
- Health Board from Indian Health Services (IHS) - Stand still for now will be further discussed \\
- Public Health Forum on Medical Malpractice - three locations left \\
- Genetic Research - Work group developed by Walter Phelps there might be a consensus not to have on the Navajo Reservation \\
- Non-Emergent Transportation - There have been some accidents reported caused by Non-Emergent Transportation drivers, a meeting was held with the Arizona Health Care Cost Containment System (AHCCCS) and workgroup. Policy was implemented and proposed to hoid a driving class according to the state statues with Utah and New Mexico and now working with Arizona \\
- TCRHCC Wellness Center - Discussion on collaboration \\
- Draft 638 Regulation - What can Navajo Nation Department of Health ( NNDOH ) help to address issue i.e. malpractice, customer service? According to regulation all 638 are to report to the Health, Education\& Human Services Committee (HEHSC), complaints have been reported
\end{tabular} & For information only. \\
\hline
\end{tabular}
ASSOCIATION OF INDIANS FOR SELF-DETERMINATION IN HEALTHCARE
638 Association Meeting Minutes
\begin{tabular}{|c|c|c|}
\hline \%. Mmalcy & DISCUSSION: & A ACTON \\
\hline & \begin{tabular}{l}
- New Chief of Staff is Clara Pratte \\
- Planning on hiring a Chief Medical Officer \\
- Crisis Response Team - Suicide working with Police Department \\
- Repeated offenders - most are public intoxication \\
- Data Request-Appreciate receiving last minute request \\
- Need Opioid Data - Navajo Nation sits on the meeting \\
- Hot Issues narrative was submitted to Sally Pete, CEO as requested \\
- NDDH has a Facebook and events and accomplishments are being posted \\
Comments / Questions: \\
- NDOH is here to help and answer questions \\
- Navajo Nation President issued a letter to Albuquerque on which community is under Albuquerque Area.
\end{tabular} & \\
\hline \multicolumn{3}{|l|}{6. AISDH BOD BUSINESS:} \\
\hline G. CEO Report & \begin{tabular}{l}
Lynette Bonar, CEO, TCRHCC reported on the following: \\
- Monday last week - TCRHCC provided a report to HEHSC \\
- Patient Complaint / Quality Care \\
- Investment Policy \\
- Annual Reports \\
- BIA Land \\
Sally Pete, CEO, WIHCC reported on the following: \\
- An overview of Hot Issues presented at the NAIHS Budget Formulation \\
- New Dental Building Update \\
- Dilkon Health Center Project Update \\
- Code Silver Incident Update \\
- A brief report on meeting with Winslow Police Department regarding jurisdiction \\
- 638 Reauthorization for WIHCC \\
- GRSSC Reconciliation Meeting \\
Maria Clark, CEO, CBNHC reported on the following: \\
- Revenue \(\$ 1.1 \mathrm{M}\) \\
- Construction awarded \$2M \\
- A1C decrease in patients \\
- An update on Opioid \\
- A brief update on Eastern Agency Meeting
\end{tabular} & Jacqueline Platero motioned to accept report. Seconded the motion by Michael Jensen. Motion carried. Vote 7-0.0; Chair not voting. \\
\hline
\end{tabular}
638 Meeting, Gallup, NM: December 4, 2017, Page 4 of 7 Approved 02/09/18
ASSOCIATION OF INDIANS FOR S_DETERMINATION IN HEALTHCARE
\begin{tabular}{|c|c|c|}
\hline TOPIC & DISCUSSION & ACTION \\
\hline & \begin{tabular}{l}
Sandi Aretino, CEO, FDIHB reported on the following: \\
- Updated provided below \\
Michael Jensen, CEO, UNHS reported on the following: \\
- Expansion \\
- GrantWriting
\end{tabular} & \\
\hline H. Tsehootsooi Medical Center: Facility Presentation: Capt. Sandra Aretino & \begin{tabular}{l}
Dr. Sandra Aretino. CEO presented on Tsehootsooi Medical Center: Facility \\
Presentation: (PowerPoint will be sent via e-mail) \\
- Introduction and background \\
- Mission Statement \\
- \(\$ 78 \mathrm{M}\) for 2017 \\
- 245,000 Square Feet \\
- An overview of Community Served \\
- 900+employees \\
- Partner with Studer Group (contracted ended) - Employee Forum. Monthly rounding's \\
- Inpatient Services for students (12 weeks) / Intensive Care Unit \\
- Outpatient Services / Traditional Healing / Family Advocacy Center for sexually assault patients \\
- Ancillary Services - (2) mobile units go to the chapters, health fair, flu shots, education, exams \\
- Community Outreach \\
- Multi Media \\
Nahata Dzil: \\
- An overview of the services provided \\
- Hearing Aids - waiting list was an issue but currently fully funded \\
- Patient Encounter Data \\
- Number of visits \\
- Wellness Center / Rehabilitation Services concept to be a holistic approach \\
- Hogan - Traditional Healer \\
- Challenges - Housing for providers, land around facility (can we build on the land) build two bedroom duplex 12 new employee homes will open in the new year \\
- Turned the Physical Therapy to an Obseryation beds \\
Comments / Questions: \\
- Services provided are opened to other areas \\
- Tsehootsooi opens invitation to 638 faciiities to tour site and collaborate
\end{tabular} & For information only. \\
\hline
\end{tabular}
ASSOCIATION OF INDIANS FOR SELF-DETERMINATION IN HEALTHCARE
\begin{tabular}{|c|c|c|}
\hline \multicolumn{3}{|l|}{} \\
\hline & and 638 invites Tsehootsooi to join the 638 Association & \\
\hline I. San Juan Regional Medical Center: Facility Presentation: Ervin Chavez & \begin{tabular}{l}
Ervin Chavez and Todd Bille presented on San Juan Regional Medical Center: Facility Presentation: \\
- Overview of San Juan Regional Medical Center (community owned nonprofit - 194 beds) \\
- Inpatient Services \\
- License at a Level III Trauma Center but functions as a Level II, certification requirements is physicians need to be within distance \\
- San Juan Regional Rehabilitation Hospital - 10 beds \\
- Need to meet the requirements \\
- Accreditation by Det Norske Veritas (similar to Joint Commission) \\
- Four Corners Region Coverage (cover 100-150 miles with transportation) \\
- Mindful design for Patient Population - with balcony, meditation room designed of a Hogan. \\
- Outpatient Ambulatory Care \\
- San Juan Health Partners - 130 providers \\
- Cardiology Program / Recognition \\
- Neurosciences Program - will be fully staffed with (3) physicians \\
- Received several awards \\
- Vision: "To deliver world class health care at a community level" \\
Comments / Questions: \\
- Work close with Shiprock Medical Center: \\
- Would like to know the resources and guidance of the 638 facilitles and IHS provides \\
- San Juan will be going active with Telemedicine with Neurology Program by the end of December 2017; some chailenges have to do with medical licensing. \\
- Health Fairs - San Juan can do free helicopter rides and education \\
- San Juan works with \(\$ 250 \mathrm{M}\) annually \\
- Centers for Medicare \& Medicaid Services (CMS) Cooperative Agreements - San Juan don't know the status, challenges is to respond earlier of the disease \\
- Mr. Bille would like to do a site visit to the 638 facilities and build a good working relationship \\
- San Juan is currently negotiating with \(A Z\) reimbursement guidelines and policies with Medicare patients, in the process to getting physicians accredited with AZ
\end{tabular} & For information only. \\
\hline J. Update: Overview AZ & Kim Russell presented Update: Overview AZ Medicaid Advocacy: & For information only. \\
\hline
\end{tabular}

\footnotetext{
638 Meetimpollup, NM: December 4, 2017, Page 6 of 7 Approved 02/09/18
}
ASSOCIATION OF INDIANS FOR \(\subseteq\)
-DETERMINATION IN HEALTHCARE 638 Association Meeting Minutes
\begin{tabular}{|c|c|c|}
\hline TOPIC & DISCUSSION & ACTION \\
\hline Medicaid Advocacy: Kim Russell, Exec Director & \begin{tabular}{l}
- Introduction of Agency and History \\
- Introduction of the Council Members \\
- Statue Agency - adivocacy (Amend new and existing laws) \\
- A brief overview of the Amendment state law SB 1092 drafted language bill hasn't dropped \\
- A discussion on policy Care Coordination Agreements 100\% \\
Comments / Questions: FMAC four walls of the facility \\
- A brief overview on conceptifor the Legislation 2016 by CMS Cost spent on Native Americans (FY 2016 - Siate / Federal spent \(\$ 839 \mathrm{M}\) ) All Medicaid cost \(\$ 1 \mathrm{~B}\). Discussion on Direct Funding. A recommendation to present to the HEHCS members. At the local level we can support by resolution. \\
- Ms. Russell will be sitting on the Inter-Tribal Advisory (ITA) agenda to work with other tribes
\end{tabular} & Information will be sent out via e-mail to CEOs by Kim Russell \\
\hline E. Other: & No other items presented. & None. \\
\hline A. Announcements & - Shiprock and Red Mesa are talking about going 638 & \\
\hline V. Adjournment & \multicolumn{2}{|l|}{Jacqueline Platero motioned to adjourn meeting at 2:06 PM. Motion seconded by Michael Jensen. All in favor. Meeling adjourned.} \\
\hline
\end{tabular}

\section*{"Collaborating Holistic Health Care by Uniting Health Providers"}

\section*{Thursday, Octoher 52017} 8 ritiday, Octoher 6, 2017

The Summit will convene the Navajo Healh Care Network inciuding the Navaio Area IHS, 638 Healh Facilties, Navajo Deparment of Heath, Navajo Division of Social Services. Navejo Division of Public Safety, and other Health Providers.

Any questions, please contact the Navajo Department of Health at (928) 871-6350

Navajo Department of Health is NOT responsible for - loss due to accidents, theft, bodily injury, or loss of life or property.

Also visit for filther updates. Whw. nndoh.org


NAMAOMATON MUSEUM AUDMORUN WINDOW ROCK ARIZONA


Register at: WWW.nndoh.org
THE

Window Rock. AZ

\section*{NAVAJO NATION PUBLIC HEALTH SUMMIT "Collaborating Holistic Health Care by Uniting Health Providers"}

October 5-6, 2017
Navaio Nation Museum Auditorium
Window Rock, Arizona

\section*{AGENDA}
Thursday, October 5, 20177:00AM FUN WALKSponsored ay Navano Nation Chr Program (Gallup)
8:15AM REGISTRATION
Exhibit Booths/Health Screenings
9:00am Invocation
9:15AM Welcome Addresshonorable paesident Russell begaye
the navaio Nation9:30am Navajo Department of HealthDr. Glorinda Segay, Executhe Director
9:50am Navano Area Indian Health Servicecapt brian K. Johnson, Acting area director
10:10AM BREAK
10:25am Entertainment-Singing GroupWide ruins Community School, Wide ruins, AZ
10:45am Navaio Division of Public SafetyIesse Deimar, Executwe Director
NAVAJO NATION PUBLIC HEALTH SUMMIT"Collaborating Holistic Health Care by Uniting Health Providers"
11:00am NDOH Program Updates (1)
Food Distribution ProgramClaudeen Tallwood, Program Manager
Spectal Diabetes ProjectCharlotie Francisi Delegateo Program Manager
Women, infants \& Children Program
Hank Haskie, Program Manager
Navaio Food Access Navigation (FAN) Program
Shirley A. McKinley, Delegated Program Manager
New Dawn Program
Harry Tom, Program Supervisor
12:00PM LUNCH (ON YOUR OWN)
1:15pm Navajo Area Indian Health Service Health Faciuties
Chinle Comprehensive Health Care Facility
Ron Tiso, Chief Executive Officer
Crownpoint Healthcare Facluty
Anslem roanhorse, Jr., Chief executive Officer
Gallup Indian Medical Center
Vida Khow, Chief Executive Officer
Kayenta Health Center
Paiscilla Whitethorne, Chief Executive Officer
Northern Navaio Medical Center
Fannessa Comer, Chief Executive Officer
3:00PM BREAK

Navajo nation public health SUMMIT
"Collaborating Holistic Health Care by Uniting Health Providers"
3:15pm NDOH Program Updates (2)
Public Health Emergency Preparedness Program
David Nez, Department Manager

Kayenta Public Health Nursing
RUTH WHite, ActiNg CHN Director
CHR/OUTREACH Program
Mae-Guene Begay, Department Manager
Office of Environmental Heaith
HERMAN SHORTY; PROGRAM SUPERVISOR

4:00PM Q\&A SESSION

4:30PM RECESS
Friday, October 6, 2017
\begin{tabular}{|c|c|}
\hline \multirow[t]{2}{*}{7:00AM} & FUN WALK \\
\hline & Sponsored by Navajo Nation Chr Program (Gallup) \\
\hline 8:15AM & Registration \\
\hline \multirow[t]{2}{*}{8:30AM} & invocation \\
\hline & Crystal Littleben, Miss Navaio Nation 2017-2018 \\
\hline \multirow[t]{2}{*}{8:45AM} & Welcome Adoress. \\
\hline & Honorable Jonathan Hale, Council Delegate, 23 \(3^{\text {as }}\) Navajo Nation Councti Health, education and Human Services Committee Chair \\
\hline \multirow[t]{4}{*}{9:00AM} & Medicaid Updates \\
\hline & Arizona Health Care Cost Contanment System \\
\hline & New Miexico Human Services Department \\
\hline & Utah Department of Health \\
\hline
\end{tabular}

\section*{NAVAJO NATION PUBLIC HEALTH SUMMIT \\ "Collaborating Holistic Health Care by Uniting Health Providers"}

10:00AM BREAK

10:15am Arizona Department of Health Services
michael Allison, Native american liaison
10:35am NDOH Program Updates (3)
Epidemology Center
Ramona Antone Nez, Director
Office of Uranium Workers
SInvia A. Tyler, program manager
Breast \& Cervical Cancer Project
Curtis Briscoe, Acting program Supervisor
Office of Planning, Research \& evaluation
Sylvia M. Haskie, Acting Program. Evaluatoo Manager
11:15am Navaio Division of Social Services
TERRELene G. Massev, J.D., Executive Director
11:30AM NDOH PROGRAM UPDATES (4)
Department of Behavioral Health Services
Theresa Galvan, health Services administisator
health Education Program
Phllene Herrera, Program Manager
Navaio Area Agency on Aging
lucinda Martin, health Services Administrator
12:00PM LUNCH (ON YOUR OWN)
NAVAJO NATION PUBLIC HEALTH SUMMIT"Collaborating Holistic Health Care by Uniting Health Providers"
1:15pm \(\quad 638\) Health Facilities
Tsehootisooi Medical CenterCAPT Sandra Aretino, Chief Executive Officer
Sage Memorial Hospital.
Christi El-Meligl, RN, Chief Executive Officer
Utah Navalo Health SystemsMichael Jensen, Chief Executive Officer
Winslow Indian Health Care Center
Sally Pete, RN, Chief Executive Officer
Tuba City Regional Health Care CorporationLynette Bonar, RN, Chief Executive Officer
3:00PM BREAK
3:15pM Q\&A SESSION
3:30pm Closing Remarks
Dr. Glorinda Segay, Executive Director
Navajo Department of Health
3:45PM BENEDICTION
Adiourn



\section*{Board of Directors}
- Robert Salabye, Whitecone Chapler
- Charles "Jim" Store, Leupp Chapter
- John R. Nells, Teesto Chapter
- Velma Huskey, Tolani Lake Chapter
- Jerry Freddie, Dilkon Chapter
- Mary Ann Begay, Indian Wells Chapter
- Martin J. Bahe, Jeddito Chapter
- Vacant, Birdsprings Chapter

Executive Management Team
- Sally N. Pete, CEO
- Dr. Frank Armao, CMO
- Valerie Kelley, CNE
- Peter Laluk, Director of Quality Mngmt
- Ray Bedoni, Facility Manager
- Roderick Antone, Director, CHS
- Margaret Joe, Acting CFO
- Luciana Frank, Human Resoụrces Dírector
- Dr. Matthew Sutton, Chief of Staff



\section*{Number of Employees}

2002:
- 189 Indian Health Service staff (Civil Service and Commission Officers)

2016:
- 21 Commissioned Officers
- 1 IPA (Federal-Civil Service)
- 375 Corporate Employees
- 308 Nayaio Employees (78\%)
- 9 Non-Navalo Native Employees (2\%)
- 80 Non-Native Employees ( \(20 \%\) )
- 438 Total Employees
- 44 Vacant positions

Grand TOTAL: 479 Positions

MEDICALIOENTAL PROYIOERS
21 Phymelains (1 Pychletist, 1 surgeowi, 1
 Yacant Postiona)
- 3 Hurio Prectitionora (2 Vacant Positions)
- 2 Phyatician Assistants
- 3 optomitrists
- 5Physich Therapists
- © oprises (2 Yacant positions)
- 4 DenfalHyglonists

Totaln 48 Provider Posltions

\section*{Nursing Workforce Demographics}
- Nursing continues to support and encourages employment of Native American nurses and students, based on Navajo Preference Employment Act.
- Nursing also continues its robust advocacy and outreach to the local Native American youths encouraging their interest in various healticare careers and pursing higher education.


\section*{WIHCC Patient Centered Medical Home (PCMH)}
- Medical home is not a location, but instead a relationship between the patientfamily provider, and healthcare team.
- Amedical home tearn is composed of:
- 2-3 providers (MD, FNP, PA, etc.)
- 1 RN clinical care coandinatar

1 direct carb RN
-1 nursing assistant
- 1 HIM clerk
* Shared PRC stafif
- Implemented: 2013 with 2 piloit teams \(\$ .4\) providers
- In 2016: currently 6 teams 817 providers
- AAAHC Accreditation as Medical Home in 2014; *resurveyed for reaccreditation09/2017 for Medical Home
- 88 standards required for Medical Hame
- Primary purpose
- to improve continuity of care;
- heip the piatient achieve a safor 8 better transitions of care;
- improve clinical outcomes
- 2013: 5480 pts in PGMH
- 2016: 9592 pts in PCMH
- PCMH aimed at piimary care and urgent care in 2013-2016
- In 2016, added a veterans. RN elinical care condinator, working diosety with the VA and velerans in our CHSDDA.
- In 2016, clinical care coordinators received NLiNC Safety and Quality Award from IHS.

\section*{Medical Care}

Available at All Sites Winslow, Dilkon, Leupp
- Primary Care and Family Practice
- Maternal / Child Health
- Diabetes and Nutrition
- Behavioral Health
- Substance Abuse Treatment
- Dental Care
\# Physical Therapy
- Pharmacy
- Laboratory
(Lirited at Dilkon and Leupp)

Available at wirslow only in addition to Medical Careilisted on thiveft

- Podiaty ind Wound care

Urgen Care nightisweekends
Hosplaiserrces (CMC)
- Hosplai Services (LCMC)

Medical maging CT
- Laboratory

Neurology
- Electromyography
PI,
+a)
- Reforance: Or, Amao


\section*{FY-2016 Statistical Data}

\section*{Out-patient services at WIHCC}
- Med/Surg/Peds Clinics:

49,615
- Urgent Care:

14,668
- Dental
- Behavioral Health:

15,816
4,625
- Optometry:
- Physical Therapy:
- Pharmacy: Total

10,450
5,03:1
73,034
173,239

\section*{Medical Provider visits increased 2\% over FY 2015}

Reference: Dr. Frank Armao



\section*{Navajo Wellness Model is used as Guiding Principles}
- Holistic health care services include primary, secondary, and tertiary preventions.
\(>\) Cultural Enrichment Education
\(>\) incorporated with the pitlars of the WIHCC Strategic Plan
\(>\) Traditional Medicine
> Massage Therapy
- The key concepts and principles of the model target health and wellness of individuals, families, communities, and environments.
\(>\) Strengthen family values, homes, self-identification, confidence \& environment
\(>\) Implement cultural activities e.g. shoe games, family culture nights, string games; \& community gardens
- Ke' is emphasized to define patient centered and culturally sensitive health care delivery services.
- Nurture cultural understanding

\section*{The Navajo Wellness Model:}



\section*{Public Health Nursing}
- Care across the life-span, from prenatal to elderly.
- Home visits
- School health program
- Evaluating patient's home for any barriers or obstacles that could lead to injuries or other risk factors
- Advocating for the patients and services needed
- Coordination of services with Tribal CHR program
- Coordination of services with Tribal Health Education
- Coordination of Services with Tribal STD/HIV program
- Coordination of services with Tribal TB Program
- Coordination of services with WIC
- Coordination of health services with Chapters


\section*{Division of Environmental Health Services (DEHS)}

Injury Prevention:
- Child car seat parent education and proper car seat installation in vehicle.
- Food handler training and certification


\section*{Safety Program}
- OSHA Training
- Mass Alert system at all clinics: Winslow, Dilkon, Leupp
- Emergency Preparedness
- New hire safety orientation
- Code identification of threats, dangerous events, and/or drills



\section*{Collaborations with Tribal, Local, Regional, City, County, State, National.}
\begin{tabular}{ll} 
NN Department of Health & Navajo County Health Department \\
NN CHR & Navajo County Board of Supervisors \\
NN Health Education & AZ Health Department \\
NN Social Hygiene & AZ Immunization Program \\
NN Building Comrnunities of Hope & AZ Emergency Management \\
Winslow Fire Department & Centers for Disease Control and \\
Winslow Police Department & Prevention (CDC) \\
Winslow Pubilic Works & WiHCC SCAN (suspected child abuse \& \\
WIHCC Behavioral Health & neglect) \\
WIHCC Nursing & Northern Arizona University \\
WIHCC Clinical Services & Northern Arizona Health Care (FMC) \\
Urgent Care & North County Health Care \\
Other IHS or 638 Programs & Coconino County Health Department \\
& Community Schools in Service Area
\end{tabular}


4 F

ASSOCIATION OF INDIANS FOR S-_DETERMINATION IN HEALTHCARE 638 Association Meeting Minutes
Sky Ute Casino Resort

\section*{TIME: \(8: 25 \mathrm{am}\) (DST)}
\(\square\) Vacant, RNSB Board Wifred Jones, UNHS
Lester Secatero, CBNHC
dim Platero, CBNHC
X Dawn Williams, EA, WIHCC

\begin{tabular}{|c|l|l|l}
\hline 1. Call to Order & Meeting called to order at \(8: 25 \mathrm{am}\) & & Called to order by Robert Salabye, \\
\hline
\end{tabular}
\begin{tabular}{ll|l|}
\hline Eight members were present that constituted a quorum: 1) Robert Salabye; 2) Sally Pete; 3) & Roil Call by Robert Salabye, \\
\hline
\end{tabular} President
Christopher Curley motioned to approve the Agenda. Michael Jensen seconded the motion. Motion carried. Vote 8-0-0; Chair not voting.
Christopher Curley motioned to approve the meeting minutes. Sally Pete seconded the motion. Motion carried. Vote 8-0-0; Chair voting.
\begin{tabular}{|c|c|c|}
\hline a. Election of Officers: Lindsay Naas, Legal Council & \begin{tabular}{l}
Lindsay Naas, Legal Counsel read and reviewed the Bylaws of Election of Officers: \\
Reaffirm Election of Officers effective October 1, 2015-October 1, 2018: \\
Robert Salabye, AISDH President \\
Christopher Curley, AISDH Vice President \\
Darnell Maria, AISDH Secretary / Treasurer (resigned) replaced by Alvin Rafelito \\
New Voting Members on the AISDH Board: \\
Jaqueline Platero, CBNHC vice Lester Secatero \\
Maria Clark, CBNHC vice Jim Platero \\
Victoria "Vicky" Began, CEO, San Carlos, new member \\
Steve Titla, Board President, San Carlos, new member \\
Jamie Harvey, UNHS vice Wilfred Jones
\end{tabular} & \begin{tabular}{l}
Next meeting need clarification of voting members representing the following: \\
- Steve Guerro, ANSB Board \\
- Stanley Herrera, ANSB Board \\
- Beverly Coho, RNSB Board \\
Sally Pete motioned to include new members to the AISDH Board
\end{tabular} \\
\hline
\end{tabular}
ASSOCIATION OF INDIANS FOR SELF-DETERMINATION IN HEALTHCARE Association Meeting Minutes
Sky Ute Casino Resort

ASSOCIATION OF INDIANS FOR \(5-\) DETERMINATION IN HEALTHCARE
638 Association Meeting Minutes Sky Ute Casino Resort

ASSOCIATION OF INDIANS FOR SELF-DETERMINATION IN HEALTHCARE 638 Association Meeting Minutes
\begin{tabular}{|c|c|c|}
\hline W2 matoplendur &  &  \\
\hline & \begin{tabular}{l}
- Outcome: delete "stabilize" replace with "Maintain" \\
4. 638 Association: \\
B) Organization \\
- Objectives: Propose 501c3 \\
- Implementation: Approve 501c3 Application \\
- Outcome: Submit 501c3 \\
Overall Comments and Recommendations: \\
- Include 638 Vision, Mission, Value Statement \\
- Goals need to be more achievable and measurable, explained in detailed \\
- Benchmark: how is it being tracked? \\
- Under "Objectives" what are the collaborations with the State Representative and need timelines \\
- Under "Outcome" need to put in detail what the AISDH has completed \\
- Under "National Issues" How are the (3) 638 improving at the local level \\
- Under "638 Association" Expanding Membership: what are the goals for the San Carlos? Need to include date and when fees are submitted \\
638 Association Meetings: \\
- Organization meets quarterly or as needed and some meetings are through teleconference and communication via e-mail \\
- 638 Association don't have an office, it is on volunteer basis between the Tuba City, Winslow and Utah to conduct meetings \\
C. AISDH Finance Update: TCRHCC \\
- Payments received for 2016 from: Utah, WIHCC, TCRHCC, Ramah, Alamo, Canoncito \\
- 2017 Annual Membership Invoice will be sent out next week. Annual meeting will be divided up equally \\
- Wells Fargo Bank Statement: Ending Balance as of \(6 / 23 / 17 \$ 31,070.84\) \\
- Paid for Website Fee, Legal and Meetings \\
- Membership fees \(\$ 5,000,00\) for each organizations \\
- Small organizations request to decrease the fee \(\$ 2,500\) for CBNHC \\
D. NAIHS Advisory / AlSDH Resolution to increase membership \\
- Mr. Salabye gave a brief overview on the NAIHS Advisory, discussion on preparing a AISDH resolution to increase membership
\end{tabular} & \begin{tabular}{l}
Maria Clark motioned to accept AISDH Finance report, Christopher Curley seconded the motion. Motion carried. Vote 8-0-0; Chair not voting. \\
Christopher Curley motioned to prepare a resolution to the NAIHS to increase membership, Jamie Harvey seconded the motion.
\end{tabular} \\
\hline
\end{tabular}

\footnotetext{
Annual 63/\#\#\#ting Minutes, July 10-11, 2017 approved 09/07/17
}
ASSOCIATION OF INDIANS FOR S -DETERMINATION IN HEALTHCARE 638 Association Meeting Minutes Sky Ute Casino Resort

ASSOCIATION OF INDIANS FOR SELF-DETERMINATION IN HEALTHCARE
\begin{tabular}{|c|c|c|}
\hline  & DISCUSSION & ACTION \\
\hline & \begin{tabular}{l}
- Who Cares? Who Care? \\
- Trends: \\
funded by IHS, the rest is third party revenue \\
- WIHCC User Population is increasing every year \\
- Google: The Quiet Crisis published in the 1990 by Civil Rights Commission regarding Native American funding \\
- Being Strong \\
- What else does 638 do or function? \\
- Read presideritial statement (Johnson, Nixon Statement) \\
- Being advocaled \\
- Monitor and protect the policy \\
2 Channel through 638-make sure it's strong and meets your needs \\
- Control the Tribe \\
- What do you think I mean when I say EMPOWERMENT v. ESCAPE? \\
- EMPOWERMENT: Having the authority instead of having someone do it for you \\
- ESCAPE: Escaping from Federal handouts \\
- Federal Govemment will sneak out \\
- How do you feel about this? \\
- Self Determination v. New Dependency \\
- Federal Govemment kept funding the school, the Federal Government allocated the funding will hit the celling, the Federal Government did a buyoul employment contract, put a CAP on the contract support cost and got smaller \\
1. Tribal Control/Departments \\
- Tribal want to cortrol the money \\
2. Evaporation of Federal Infrastructure \\
- Congress may end funding: \\
3. "Capacity Building" v. "Technical Assistant"? \\
- Build economic development \\
- Gaming \\
- Possible Problems (need new leadership) \\
1. Where is Carol Barbero, Byron Dorgan et al. when we need them \\
- Ms. Barbero wrote many Native American legislations \\
- Mr. Dorgan was e Senator \\
2. Volatile Political Climate \\
- Society taking a turn
\end{tabular} & \\
\hline
\end{tabular}
Annual \(63^{n}\) : 1 Iting Minutes, July 10-11, 2017 approved 09/07/17
ASSOCIATION OF INDIANS FOR S \(\quad\) DETERMINATION IN HEALTHCARE
638 Association Meeting Minutes
\begin{tabular}{|c|c|c|}
\hline ETOPIC, &  &  \\
\hline & \begin{tabular}{l}
discussed. \\
3. Quick fixes to complex problems \\
- Be prepared \\
- My Experience (Mr. Tucker 30 years experienced) \\
- Vitality \\
- What is a good Board: \\
Questions / Comments: \\
Assignment: \\
- Community needs \\
- What should we be doing? \\
- Social entrepreneurship (business people who have visions for social reasons) \\
- Squabbles \\
- Mismanagement \\
- Wasted \(\$ \$ \$ \$ \$\) (Money) \\
- Vision \\
- Plan \\
- Prioritize \\
- Implement \\
- Assess \\
- Global \\
- Humble \\
- Consideration of 638 should be part of the above \\
- Social entrepreneur \\
- Providing information back to the community \\
A suggestion on bring in younger people to attend our meeting so they know what are \\
Each corporation to select one of the goals in the Strategic Planning and present at the next 638 meeting. Tomorrow CEOs can present which goal they will work on.
\end{tabular} & \\
\hline 12. Announcements & - Medicaid advocacy - letter to McCain and Flake (present tomorrow for action item under \#6: Advocacy \& Other) & \\
\hline 13. Executive Session & & \begin{tabular}{l}
Christopher Curley motioned 10 go into Executive Session, Jacqueline Platero second the motion. Motion carried. Vote 8-0-0; Chair not voting. \\
Sally Pete motioned to get out of
\end{tabular} \\
\hline
\end{tabular}
ASSOCIATION OF INDIANS FOR SELF-DETERMINATION IN HEALTHCARE

Annual 63ffoling Minutes, July 10-11, 2017 approved 09/07/17
ASSOCIATION OF INDIANS FOR \(=\) DETERMINATION IN HEALTHCARE 638 Association Meeting Minutes

\section*{TIME: 8:15 am (DST)}
Vacant, RNSB Board \(\boxtimes\) Maria Clark CBNHC CEO/Exec Director vic̣e Jim Platero \(\square\) Steve Titta., Board President, SCAHC Michael Jensen, CEO Sally Pete, CEO Lynette Bonar, CEO \(\square\) Vacant, ANSB Board

\section*{X Dawn Williams, WIHCC EA}
\begin{tabular}{|c|c|c|}
\hline \%, \% TOPIC: &  & ACTION: \\
\hline 1. Call to Order & Meeting called to order at 8:15 a.m. & Called to order by Robert Salabye, President \\
\hline 2. Roll Call & Ten members were present that constituted a quarum: 1) Robert Salabye; 2) Sally Pete; 3) Christopher Curley; 4) Lynette Bonar; 5) Michael Jensen; 6) Jamie Harvey 7) Alvin Rafelito 8) Maria Clark 9) Jaqueline Platero 10) Vicky Began & Roll Call by Robert Salabye, President \\
\hline 3. Invocation: AISDH BOD Volunteer & Invocation by Wilfred Jones, UNHS. & None. \\
\hline 4. AISDH BOD Business & \begin{tabular}{l}
A. NDOH 10 Year Plan: AISDH BOD Member/Dr. Segay, Executive Director of NNDOH \\
- Introduction \\
- Project and Initiatives \\
- Navajo Department of Health Operation Plan (POO) (Timeline: Proposed Committee actions - July 2017) \\
- Navajo Nation Medicaid Agency (Timeline: June to December 2017) \\
- Navajo Department of Health (State like health department) (Timeline: June 2017 to March 2018) \\
- Non-Medical Emergency Transportation Providers (Timeline: June 2017 to August 2017) \\
- Health and Wellness Policies \\
- Social Media (Cyberbullying) not policy in place \\
- Congressional Support-Letters submitted and preparing on talking points for supporting and provide services to our Veterans. \\
- TLOA - Dine Action Plan (DAP) was developed in 1987 Navajo Nation Council Resolution No. CO-68-90. In 2016, the Navajo nation modified the existing plan \\
- Peacemaking and issues related to Veterans Justice, Violence Against Women, sentencing reform, prisoner federal re-entry, and other areas. \\
- Public Safety Summit \\
- Meeting with the Chief of Police \\
- Stabilizing our system, coordinating and strengthening our system, and
\end{tabular} & Christopher Curiey motioned to accept report, Jaqueline Platero seconded the motion. Motion carried. Vote 10-0-0; Chair voting. \\
\hline
\end{tabular}

\footnotetext{
Annual 638 Meeting Minutes, July 10-11, 2017 approved 09/07/17
}
ASSOCIATION OF INDIANS FOR SELF-DETERMINATION IN HEALTHCARE 638 Association Meeting Minutes Sky Ute Casino Resort

ASSOCIATION OF INDIANS FOR S——DETERMINATION IN HEALTHCARE
\begin{tabular}{|c|c|c|}
\hline & \begin{tabular}{l}
- Overview of the 638 Association \\
- TCRHCC reviewed PowerPoint by Lynette Bonar, CEO \\
- WIHCC reviewed PowerPoint by Sally Pete, CEO \\
- UNHS reviewed PowerPoint by Michael Jensen, CEO \\
- ANSB reviewed PowerPoint by Hector Guerro, Edward Padilla, Bucky Apache \\
- Pine Hill reviewed PowerPoint by Robert Salabye \\
- RNSB reviewed PowerPoint by Robert Salabye \\
- CBNHC reviewed PowerPoint by Maria Clark, CEO \\
Questions / Comments: \\
UNHS has been saving money from \(3^{\text {rd }}\) party and using the Contract Support Cost to build their new buildings. UNHS serves Natives and Non-Natives, FQHC / HERSA funded. \\
ANSB is running a school, healthcare, radio station and other programs. New board members have been elected. Frank Curley, Acting CEO/Executive Director was not able to attend. Discussion on inducting the Alamo representatives to the 638 Association, due to short notice further discussion on selecting two members of Alamo (CEO and Board President) will be discussed at a future meeting. \\
C. San Carlos Apache Healthcare Corporation: Overview: Victoria Began, CEO \\
- SCAHC Reviewed PowerPoint \\
Questions / Comments: \\
Comparison from IHS to present: \\
- Growth in patient visits - Building trust for community and providing specialty services (Cardiology, Speech Therapist, Behavioral Health, Two Trauma Based) \\
- Veterans Health Care: Looking to contract and work on developing a program
\end{tabular} & accept report and induct Mr. Edward Padilla and Mr. Bucky Apache to the AISDH Board, Christopher Curley seconded the motion. Motion carried. Vote 10-\(0-0\); Chair voting. \\
\hline 5. LUNCH & Working Lunch Provided & None. \\
\hline (Con't) AISDH BOD Business & \begin{tabular}{l}
D. State Health Official - Cooperative Agreements Eliot Milhollin, Hobbs Strauss Dean \& Walker LLP (PH: 205-822-8282 - email: emilhollin@hobbsstraus.com) \\
- Overview \\
- All about Federal medical Assistance Percentage (FMAP) \\
- "Regular" FMAP Percentages \\
- Special FMAP Rule for HIS \\
- CMS Interpretation / New CMS Interpretation \\
- Conditions
\end{tabular} & For information only. \\
\hline
\end{tabular}
ASSOCIATION OF INDIANS FOR SELF-DETERMINATION IN HEALTHCARE 638 Association Meeting Minutes
\begin{tabular}{|c|c|c|}
\hline & \begin{tabular}{l}
- Template for the care coordination agreement - One model agreement for the states \\
- Incentives for State and Tribes \\
- Challenges \\
- CMS's Four Walls Rule - look into your organizations \\
- Scope of services for Medicaid \\
Healthcare Reform Update, DC by Elliot Milhollin: \\
- American Health Care Act \\
- AHCA: Indian Provisions \\
- AHCA: Defunds Medicaid Expansion \\
- AHCA: Capping Medicaid \\
- Exemption from Caps for Al/AN Does Not Solve the Problem \\
- AHCA: Other Medicaid Changes \\
- AHCA: Medicaid Work Requirements \\
- Senate Bill - BCRA \\
- BCRA Overview \\
- BCRA Impacts on Indian Country \\
- Congressional Budget Office (CBO) Scores \\
- Health Reform Outlook Uncertain - Senate will not go into recess will delay another week \\
- Administration is taking steps to make changes to Medicaid \\
- Administrative Changes to Medicaid \\
- Action Steps \\
Questions / Comments: \\
Mr. Milhollin suggested reaching out to state delegation and start writing letter now, A recommendation for the AISDH to keep in contact with technical issues and address. \\
E. National Legisiative Update \\
- See Elliot Mihollin's report above \\
F. The Future of 638 Programs Gehl Tucker, Hufford Hortsman Mongini Parnell \& Fucker, PC (see July 10, 2017 meeting minutes)
\end{tabular} & \\
\hline 6. Advocacy \& Other & \begin{tabular}{l}
A. Letter Writing Campaign (Position Paper) \\
- Nationally - Letters to Arizona Delegation on the AHCA - BCRA \\
- Inter-Tribal Council of Arizona - ITCA
\end{tabular} & Jaqueline Platero motioned to prepare resolutions or position paper to the State Senators for \\
\hline
\end{tabular}
Annual 638 Meeting Minutes, July 10-11, 2017 approved 09/07/17
ASSOCIATION OF INDIANS FOR \(\equiv\)-DETERMINATION IN HEALTHCARE 638 Association Meeting Minutes Sky Ute Casino Resort

Approved: September 7, 2017
Winslow Indi \(\Longrightarrow\) Ith Care Center, Inc.
638 Association Meeting w/ Dr. Glorinda Segay-June 16, 2017
\begin{tabular}{|c|c|}
\hline Department: 638 Association Meeting & Present: Robert Salabye, Christopher Curley, Lynette Bonar, Sally Pete, Dawn Williams, Tincer \\
\hline Date / CTO: June 16, 2017@10:00 AM (DST) & Nez Sr. Dr. Glorinda Segay Cherie Espinosa, Yvonne Kee Billison, Virlencia Begay, Henry \\
\hline Place: NOOH Executive Conference Room & Haskie, Theresa Galvan, Bryan Clarke for Michael Jensen \\
\hline Quorum: ( \(X X\) ) Yes ( ) No & Absent: \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline  &  & \%, max ACTION \(\because, \%\) \% & FOLLOW-UP \\
\hline 1. Call to Order & Meeting called to order at 10:00 AM by Robert Salabye. & None. & None. \\
\hline 2. Invocation & Invocation by Tincer Nez. & None. & None. \\
\hline 3. Review and Approval of Agenda & \begin{tabular}{l}
Agenda presented for approval as presented. \\
Dr. Glorinda Segay commented if this meeting would be an informal meeting instead of a regular Board meeting as Dr. Segay will need more time to prepare and absorb as much information and get educated on 638 Association. Sally Pete replied it was last minute to draft an agenda so there is something to follow, but can proceed with the meeting at Dr. Segay's request as informal meeting. The 638 would like to know what information the Director would like to know and plan going forward.
\end{tabular} & Lynette Bonar motioned to approve agenda as presented, seconded by Christopher Curley. Vote: 5 in favor, 0 opposed, 0 abstained. Motion carried. & None. \\
\hline 4. Recognize guests and visiting officials & Introductions by guests and visiting officials. & None. & None. \\
\hline 5. Introductions & Introductions by members, & None. & None. \\
\hline 6. AISDH " 638 " Tribal Health Care History PowerPoint & \begin{tabular}{l}
Sally Pete presented the AISDH " \(638^{\prime \prime}\) Tribal Health Care History PowerPoint consist of the following organization: \\
- 2002-2017: Tuba City, Regional Health Care Corporation, Winslow Indian Heath Care Center, Utah Navajo Health System \\
- 1978-2017: Ramah Navajo - Pine Hill Health Center, Alamo Navajo School Board - Alamo Navaja Health Center, Canoncito Band of Navajos Health Center, Inc. \\
Discussions, comments regarding questions by Dr. Segay: \\
- An explanation of how the Board of Directors (BOD) is selected for each organization.
\end{tabular} & For information only. & None. \\
\hline
\end{tabular}

\begin{tabular}{|c|c|c|c|}
\hline  &  &  & LLOWUP: \\
\hline & \begin{tabular}{l}
there but don't know why they are not part of the group. Navajo Nation has direct communication with our 638 organizations. Dr. Segay observed and recommended Fort Defiance and Ganado should be part of the 638 Association. \\
- Dr. Segay appreciated the reports presented. Questioned where are the complaints, tort claims and how are they being resolved. Dr. Segay is requesting a report from each organization. Sally made a brief statement on Federal Tort Claims Act (FTCA) and work with HHS. WIHCC and Tuba reported there are no Tort Claims. Dr. Segay stated there are patients that come to her office with complaints. There are processes for patient complaints, froud reports/compliance and risk management complaints. Complaints are also reported to the Board of Directors and reviewed and addressed. Dr. Segay stated she asked a question of how the experience is with Tuba healthcare and the elderly patient complained about the competency of the providers in a negative view. Ms. Kee-Billison stated she had the opportunity to travel with HEH5C and observed some patients don't know the difference between hospitals or clinics and which ones are 638 or IHS. The Vice-President received a report that Diabetes hasn't decreased or increased and would like more data and information. A concerned is some patients are going from hospitals to hospitals. A comment on Just Move it (JMI) events held in the communities and observed the information provided varies and not the same across the Navajo Nation. \\
The CEOs gave a brief summary of their current projects: \\
- Lynette Bonar, TCRHCC \\
- Byron Clarke, UNHC (Annual Report schedule to present to HEHSC in two weeks) \\
- Sally Pete, WIHCC (Annual Report was presented on May 26, 2017 to HEHSC in Tse Bonito \({ }_{r}\) NM) and staff provided detailed written reports.
\end{tabular} & \begin{tabular}{l}
638 Organizations to present a report on Complaints to Dr. Segay. \\
The Navajo Nation President would like a report on Health Promotion and Mental Health \\
Inform Michelle Morris, NDOH for scheduled Annual Reports to HEHSC.
\end{tabular} & \\
\hline 7. AISDH 2016-2021 (5 year) Strategic Plan & \begin{tabular}{l}
AISDH Strategic Plan for Goals, Óbjectives, Implementation and Outcome/Benchmark: \\
- 2020638 Reauthorization - Recommended by HEHSC for all 638 organizations will present resolution separately
\end{tabular} & For information only. & None. \\
\hline 8. Questions / Comments & \begin{tabular}{l}
Goals and Ideas: \\
- Working together, collaboration to address issues to improve services
\end{tabular} & For information only. & None. \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline TOPIC \(\quad \therefore\) & DISCUSSION & ACTION & FOLLOW:UP \\
\hline & \begin{tabular}{l}
* Non=emergent transport - Address patients with no vehicles \\
- Weliness Policy \\
- Youth and Elder Summit - Four Pillars (Veterans, Flderly, Youth, and Infrastructure) will need help with presenters and donations. Vice President's project Strong Run for Navajo Nation event will need fielp with water and food ( 50 mile courses). Ms. Kee-Billison will e-mail information \\
- TOA action plan - Ms. Kee-Billison will send information via e-mail \\
- Health Summit - Collaborate with all IHS and 638 organizations to held a Health Summit - in planning process. \\
- 638 representatives requested to be part of the NNDOH's 10 Year Plan. Dr. Segay currently does not have that available as none was left for her to work on by her predecessor.
\end{tabular} & \begin{tabular}{l}
638 request a copy of the 10 year plan. Don't have the 10 year plan previous Director took all documents. \\
638 Reauthorization
\end{tabular} & \\
\hline 9. Announcements & - June 20, 2017 - WIHCC Welliness Co.ference and Youth Wellness Conference at Dilcon Community School & None. & None. \\
\hline 10. Adjournment & Meeting adjourned at 12:05 PM (DST) & None. & None. \\
\hline
\end{tabular}
06/19/17 - AISOH Meeting Minutes by Dawn Williams

\section*{DRAFT}

\section*{HEALTH EDUCATION AND HUMAN SERVICES COMMITTEE}

CONSULTATION POLICY

\section*{I. Introduction}

Consultation is a fomal process through which input of relevant parties is sought regarding the development of new or amended policies, regulations, and legislative actions initiated by the Health, Education and Human Services Committee of the Navajo Nation Council (HEHSC). The principle of consultation has its roots in the unique relationship between the Navajo Govemment and those who are governed, particularly Navajo Chapters, organizations and the Navajo people. This relationship is fundamental to the Navajo way of doing things and is deeply grounded in Navajo culture and tradition.

\section*{II. Initiating Consultation}

The HEHSC and/or the division, department or other agency working on legislation for HEHSC (hereinafter HH:ISC/Agent) will consult with appropriate parties before adopting policies that have implications for Chapters. P.L. 93-638 entities, P.L. 100-297 entitics, and other significant groups and organizations (Entitics or Participants). such as regulations or proposed legislation, and other policy statements or actions that have substantial direct effects on one or more of the Entities, or on the distribution of power and responsibilities between the Navajo Government and the Entities. Such policies do not include matters that are the subject of anticipated or active litigation or in settlement negotiations. The requirement of Consultation will be construed libcrally in favor of consultation on any given policy with such Entity implications. All decisions regarding whether and how to conduct a Consultation, or whether a given policy or topic has Entity implications, will be determined by the HEHSC.

In addlition, the HEHSC will consider requests from Entities to engage in Consultation on any new policy initiated by the HEHSC, even if the HEHSC has not identified that policy previously as having Entity implications. The HEHSC shall prepare and send to the requesting Entity a written response to the request.

\section*{III. Consultation Guiding Principles}

Because of the wide variety of topics that may be the subject of consultation between HEHSC and relcvant interested parties on any given issue, the structurc of any individual Consultation may vary. However, there are four guiding principles for all Consulation conducted by the HEHSC:
- Consultation will involve timely, adequate notice to the appropriate partics.
- Consultation will be accessible and convenient to all participants.
- Consultation will be a meaningful process involving appropriate participants.
- Consultation will be conducted through a transparent and accountable process.

\section*{A. Adequate Notice}

Adequate noticc has two components. First, adequate notice means that relevant parties/Entities will be made aware of an upcoming Consultation sufficiently in advance of the event to ensure an opportunity for participation. Second, adequate notice entails providing a full description of the topic(s) to be discussed and draft materials if they are available at the time of the notice.

Generally, every effort will be made to provide notice at least 45 days prior to a scheduled Consultation. If exceptional circumstances, such as legislative deadlines or other factors beyond our control warrant a shorter period of advance notice, the Facilitator of the Consultation (the person, divisions or department assigned to carry out the Consultation) will provide an explanation for the abbreviated notitication in the invitation letter. Invitations to Consultations will be published on the Navajo Nation Government web site and sent by email to appropriate individual Participants and Entities using an up-to-date list of persons or Entities which have a signiticant role in the issuc at hand, or sent by other means reasonably designed to reach all affected.

Adequate notice of a Consultation shall include sufficient detail of the topic to be discussed to allow Participants an opportunity to engage meaningfully in the Consultation. Providing Participants with specific information about the issues and questions HEHSC deems most relevant to the topic(s) of a particular Consultation benefits both Participants and the HEHSC by helping to ensure that comments are focused enough to be efficient and useful in the HEHSC's decision making process. This shall not mean that the HEHSC/Agent has reached a preliminary decision on the issuc that is the topic of the Consultation. However, the HEHSC or divisions or departments under them shall provide a brief discussion of the issucs, a timeline of the process, potential outcomes, and if possible, an overview of any specific questions on which the HEHSC would like input.

\section*{B. Accessibility}

Consultations should be accessible to the relevant Participants. Whencver possible, Consultations should be conducted in person. In appropriate circumstances, Consultation may be conducted via video conferencing, conference calls, interactive web technology, and similar means. If an individual Entity or region is primarily impacted by the issue that is the subject of the Consultation, the HEHSC or its division or department should attempt to hold the Consultation in that area. This will sometimes mean holding multiple Consultation sessions in different regions. If the Consultation involves joint action with other agencies, the Hacilitator (the person, clivision or department assigned to carry out the Consultation) should attempt to hold a joint Consultation with the other agencies. Finally, Facilitator shall explore ofportunities for supplementing in-person Consultation with other sources such as video conferencing, conference calls and interactive web technology, to ensure the opportunity to hear from participants that may not be able to attend in person.

\section*{C. Meaningful Process}

To be meaningful, a Facilitator must involve individuals who have decision making authority on the issue that is the subject of the Consultation. This will generally mean that the Facilitator should make every effort to ensure that leaders or their designees of the Entities, will be substantively involved in the Consultation. Also, the Facilitator shall ensure that political leadership or other relevant decision makers are substantively involved in the Consultation for the HEHSC, even if they are not personally able to attend. If the ultimate decision makers are not present for the Consultation, the Facilitater shall ensure that those decision makers are aware of the relevant issues in advance of the Consultation, and are apprised of Participant input after the Consultation and before relevant decisions are made.

Consultation should oceur at a point in the deliberative process before the HEHSC /Agent has arrived at an internal decision. Consultation is not meaningful if the HEISC/Agent has already decided the issuc, and input is only pro forma. To this end, HEHSC/Agents need to be aware of their cluty to consult with Participants and factor Consultation into their deliberative process as early as possible.

\section*{D. Accountability}

At the conclusion of a Consultation event, and after due consideration, the Facilitator will prepare, in consultation with the Participants, a sumnary of the Consultation. This will include a synopsis of Participants' concerns and issues and a description of the HEHSC/Agent's consideration of these concerns and issues. After input from the HEHSC/Agent, the Facilitator will convey to all Parlicipants this summary, in writing, of the
issues discussed during the Consultation in a timely fashion．Participants may individually or collectively file with HEHSC their own summaries or responses to the Facilitator＇s summary．

A Consultation as set forth above shall be implemented as directed by HEHSC including，but not limited to：

1．Any and all amendments or proposed amendments to the Navajo Nation Code；
2．Any change in regulations，rules or requirements effecting a Navajo Entity＇s operation：

3．Any change in the Navajo Nation Government＇s relationship with an Entity；
4．Before adopting policies，rules，regulations or change that has a significant impact on Chapters，P．L．100－297 grantees，or P．L．93－638 contractees／compactors．

\section*{IV．Conclusion}

The Navajo way requires that we，the elected representatives of the Navajo pcople，make every attempt to talk things out with relevant parties BEFORE we make our decisions and early in the consideration of any important issuc．Talking things out from the very beginning is not merely part of Navajo culture and tradition，but is also part of our Fundamental Law．Finally，apart from the foregoing，the process of inter－Navajo Consultation will produce better laws，better understanding of laws，and increased national harmony．This Consultation process shall be meaningfully implemented immediately．

JONATHAN NET, Vice President

\title{
500 North Indiana \\ Winslow, Arizona 86047
}


ATCENTION: Sally N. Pete, CFO
RIDTERENCE: 164 Review \#8609/Memorandum of Agreement
Dear Ms. Pete: \(\quad\) verece
C,
Attached, please lind your copy of the approved Memorandum of Agreement. (CO12566) with the Navajo Nation Division of Health/BCCP. The contract has been entered into our PMilS in the amount of Four Thousand Five lhandred Dollars and Zero Cents ( \(\$ 4,500.00\) ). The tem of the contract commences on October 26, 2017 and expires on June 29, 2018.

The above contract number ( 6.012566 ) must be referenced on all invoices, documents and correspondences as it relates to this contract.

Should you have any questions, please contact Mr. Curtis Briscoe, Delegated Dircetor, at (928) 871.6348.

Sincerely,
THE NAVAJONATION
(porucesefitio
Ronalda A. Logg, Sonior Accountan Contact Administration (O)C

 Contrad lik: (on?sif

\title{
MEMORANDUM OF AGREEMENT
}

\section*{BETWEEN}

\section*{THE NAVAJO NATION}

\section*{AND}

\section*{WINSLOW INDIAN HEALTH CARE CENTER, INC.}

CONTRACT NO:

CO1.2566

\footnotetext{
TOTAL PAYMENTS ON THIS AGREEMENT NOT TO EXCEED:
\(\$ 4,500.00\)
PAYMENTS TO BE MADE FROM ACCOUNT: K180507-6990
FUND PERCENTAGE: Federal Funds 100\%
}

\section*{Memoraridum of Agreement}

Between
Navajo Nation Breast and Cervical Cancer Prevention Program
And
Winslow Inclian Health Care Center, Ine.

\begin{abstract}
Ihis Memorandum of Agreement (Agreement) is made by and between the Navajo Nation Breast and Cervical Cancer Prevention Program (NNBCCPP), a program within the Navajo Department of Health, and Winslow Indian Health Care Center, me. (WIHCC), a tribally-operated health facility, individually as Party, and collectively as Parties, for the purpose of reimbursing WIHCC fol wammography and cervical cancer screening provided to underserved Native American women residing on the Navajo Nation.
\end{abstract}

Whereas, American Indian women living in the Southwest have the poorest survival rate of any racial group for breast and cervical cancer (New Mexico Surveillance, [pidemiology, and End Results (SEER) Registry, 15\%5-1s84). Previous reports have identified many bariers to seeking care but highlight the lack of early detection services, especially mammography and rervical sancer screening in the remote areas of the Navajo reservation.

WheHEAS, the "Breast and Cervical Cancer Mortality Prevention Act," PL 101-354 and subsequent revisions, have required the Centers for Disease Control and Prevention (CDC), an agency within the Department of Health and Human Services, to form partnerships with tribal entities to make breast and cerviral cancer screening services available and accessible to all women, particularly to women of low incone, the uninsured/underinsured, the ederly and minorities.

WHFREAS, the NNECCPP and the CDC have entered into a cooperative agreement to implement a program to reimburse WIHCC for mammography and rervical cancer screening (Program). The Progran uses strategies: Program Collaboration, Extemal Partnerships, Cancer Data and Suveillance, Environmental Approaches for Sustamable Cancer Control, Community - Clinical Linkages to Aid Patient Support, Health System Changes, and Program Monitoring and Evaluation.

NOW THEREFORE, in consideration of this Agreement, the PARTIES do hereby agree to the following:
1. Definitions
A. "Eligible Women" mearis the following:
1. The prierity population for mamography streening services includes: (a) women who have never been sereened or who have not been screened within the last five years; (b) women between the ages of 40 to 64 ; (c) women who have income at \(250 \%\) of the federa! poverty leve! or less, a; hadicated in athached Exhibit "A"; and (d) are uninsured or underinsured. Under the Program, at least \(75 \%\) of NNBCCPP screening; mammography fumb must be for women bo-fin years of age, thas no more than \(25 \%\) of wonen are to be betweren 40 to 49 vears of afe.
2. The priurity population for cervical cancer screening seavices includes: (a) women who have never been screened or who have not been screened within the last five years; ( 1 ) women between the ages of 21 to 64 years; (c) women who have income at \(250 \%\) of the federal poverty level or less, as indicated in attached Exhibit " \(A\) "; and (d) are uninsured or undermsured.
3. All women must be current clients at the Facility providing the manmography and cervical cancer screening.
B. "Facilities" means the following WIHCC facilities: (1) Winslow Indian Health Care Center; (2) Dilkon Clinic, and (3) Leupp Clinic.
C. "WIHCC Scrvice Area" means Winslow.
D. "Patients" means Eligible Women who have received mammography and/or cervical cancer screening under the Program.
II. Purpose

Under the terms of this Agreenent, WIHCC will screen Eligible Wompn untler the Program residing in the WIHCC Service Area in Arizonal for breast and cervical cancer at their Facilities. This Agreement sets forth the terms and conditions for reimbursement by NNECCPP to WHHCC for that screening in a total arnount not to exceed \(\$ 4,500.00\).
III. Responsibilities of the Parties:
^. WIHCC:
1. WI! \(1 C C\) shall designate a site supervisor from among the Facility staff to work with NNBCCPP staff, who shall serve as the coordinator of the cinical services for the Facility under the Program. NNBCCPP staff at the [acility will report to the site supervisor with any Progran-related issues.
2. The site supervisor will report aily complaints, suggestions, or other Progtam issues that cannot be resolved at the Facility to the NNBCCPP administrative supervisor in Window Rock.
3. WIHCC shall furnish office space with telephone and RPMS/EHR computer access to the NNBCCPP staff for the purposes of data/case management for the Program.
4. WIHCC will comply with NNBCCPP policy and procedure manuals for providing services to cligible Women. NNBCCPP will not reimburse WIHCC for procedures performed outside NNBCCPP Program guidelines.
5. WIHCC will conduct an evaluation of Program operations and activities on a regular basis.
6. WIHCC will designate at least one health care provider to participate in the Medical Advisory Board for the NNECCPF Program to assist with the revision and development of new policies and procedures for the Program.
7. WIHCC will assess the smoking status of Eligibie Women and refer those who smoke to the Tohacen Quit Telephone Line at 1-800 QUITNOW (1-800-784-8669).
B. NNBCCPP:
1. NNBCCPD will be responsible for reviewing women for NNBCCPP Program eligibility, and counseling on benefits and obligations of participation in the Program.
2. NNBCCPP vill allocatc funded staff to each Facility. Contingent upon Program funding, additional staft will be avalable for the purposes of screening, data management and tracking, case management, community outreach, professional education, and public education.
3. NNBCC.PP staff at the Facilities will be subject to Facility policies and proceclures and will undergo an orientation to include but not be limited to the Federal Privacy Act, 5 U.S.C. \(\$ 552\) a; the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. \& 81 et seq.; Health Insurance Portability and Accountatility Act of 1996 (HIPPA); HIPPA regulations in 45 C.F.R. Parts 160 and 164, Suluparts A and E (Privacy R(ble); patient confidentiality; safety, security, and disaster plans; patient complaints and quality assurance; computer access; infection control; and other issues, as deemed necessary.
A. NNBCCPP will provide funds for NNECCFP staff travel and training expenses, computer equipment, and office supplies as well as Program development materials.
3. NNECCPP will advise the WIHCC site supervisor of any disciplinary actions taken against NNBCC.PP staff.
6. NNBCCPP will work with WIHCC to provide comprehensive case management and follow up to all Eligible Women who have received services under the Program. This will include hut not be limited to data entry into a computerized case management program; home visitation; assistance with rlinical visits, transportation refermls, Navajo language interpretation; and comrmunity and family support ontreach.
7. NNBCCPP will contract for mobile mammography scrvices with a qualified contractor (Contractor) for the purpose of expanding services to lecations where no fixed mammograpiny unit is avaiable to wonnen who are low income, uninsured or underinsured. (lt is anticipated that the WIfiCC will be establishing fixed on-site mammography units at certain facilities during the period of this Agreement.) When a mobile sile is chosen. NNBCCPP will work with the Facility and the Contractor to ensure that women are scheduled, the Business office is contacted regarding reimbursement for Non-Eligible women, and that reports and billing details are forwarted to the appopriate office/porson at the facility.
c. Juint Responsibilities of the Farties:
1. WIHCC and NNBCCPP will work together to provide comprehensive case management and follow. urg to Program Patients.
2. WIHCC and NNBCCPP will cooperate jointiy to plan and provide professional education activities in collaborarion with other state and puhlic entities to address the educational needs of the health care and service providers, and community agencies and residents of the Navajo Nation.
N. Reimbursements
A. The facilitios will be reimbursed for manomophy and cervical cancet screening services to tigithe Women in the Program accordilg to the payment schedule bolow:

\begin{tabular}{|c|l|r|}
\hline 88142 & Cytopathology (iguid-based Pap Lest), cervical or vaginal & \(\$ 27.79\) \\
\hline 99213 & \begin{tabular}{l} 
Office Visit, Established Patient (Clinical Breast Exam AND \\
Pelvic Exam w/PAP)
\end{tabular} & \begin{tabular}{c} 
\\
\hline
\end{tabular} \\
\hline
\end{tabular}
B. This is a fixed price all-inclusive payment schedule. All fees will be at the 2017 Medicare reimbursement rate for the State of Arizona. No additiona! payments will be made for laboratory services, supplies, radiological services, staff, equipment or facilities. The Facilities will accept this payment on assigniment and shall not require additional payment.
C. NNBCCPP will have up to 45 days aiter the last day of the screening munth to provide the facility business/finance office with the list of Patients who are eligible for Program services reinbursenzent. The Facility business/finance office will then have up to 30 days after receint of the list to verify alternative resource coverage and provide NNBCCPP an invoice with Patient list. The invoice will detail the number of procedures performed for Patients during the screening month. The Patient list will be verified with NNBCCPF staff for completeness, including ensuring that results for the Patient services to be reimbursed are available in the facility data system, prior to submission to the NNBCCPP rentral office. Payment will be processed upon reteipt of the invoice and Patient list. Invoice(5) may not be processed for payment if contract funds are exhausted or submitted after the final due date set by the Navajo Nation.
D. WiHCC will not bill for repeat services meviously provided within the same screening cycle.
V. Certification of Facilities
A. The Facilities will provide documentation of current accreditation by the American College of Radiology (ACK), certification by the Health Care Financing Administration (HCFA), and Federal Drug Administration (FDA), and will operate under the standards established in the Mammography Quality Standards Act (MQSA). The Facilitics will provide documentation of carrent accreditation by the College of American Pathologists, and a certificate frurn Clinical Lahoratory fmprovement Amendments (CIIA). The Facilities will provide this information to NNBCCPP upon request.
B. Any Facility that does not meel the requirements set out in this section must notify NNBCCPP within one day of determination of non-compliance and must cease work under this Agreement immediately.
C. No payment will be made for work performed at a non-compliant Facility.
VI. Reporting
A. NNBCCPP staff at the facility will be responsible for reporting mammography and cervical cancer screening results to Patients. Access to Patient medical records will be allowed to the NNBCCPP staff solely for the purposes of case management in accordance with the federal Privacy Act; the HIPPA Privacy Rule, and the Navajo Nation Privacy and Arcess to Information Act.
6. Follow up information to be transmitted to the NNBCCPi office is specified in the policy manual but includes client demogrophics, screening procedures, diagnostic procedures and clisposition as indicated, follow up status, treatment disposition as indicated.

\section*{Vil. Patient Follow-Up}
^. WHHCC will provide follow up service for all Program Patients establshed under WHCC diagnastic and treatment guideliners. NNBCCPP will not reimburse WIHCC for these services under the terms of this Agrecment.
B. WIHCC will provide docmmentation of a minimum of three attempts to complete follow-up of abmormal findings before denignating the Patient as "lost to follow up".
C. WHCC will provide and participate in professional Patient education activities in conjunction with the Program to include but not be limited to breast self-awareness, screening guidelines, risk factor information and recommendations for positive bebavior changes, and counseling on abnormal findines and necessary follow up.

\section*{Vill. Termination}

This Agreement may be terminated at any time duing the conse of the Agreenent by any faty with thity ( 30 ) days wititen notice to the other Parties.

\section*{\(1 \times\) Payment Subject to Appropriation; Farly Temination}
A. Reimbursements under this Agreement are contingent upon sufficient appropriation and authorization heing made to NNBCCPP fo: the performance of this Agreement. If suffirient appropriations and authorization are not made, NNBCCPP may immediately terminate this Agremment by giving WIHCC written notice of such termination. NNBCCPF's decision as to whether cufficient appropriations are available shall be accepled by WIHCC and shall be final. WIHCC hereby waives any rights to assert an impaiment of contant cham against NNBCCPP in the event of immediate or Farly Temination of this Agreement by the Navajo Nalion or NNBCCPP.
8. Reimbursements are funded in whole or in part by funds mate availathe by the COC. Shoutd the CDC early tembinate the gront agreement, NNBCCPP rhay early terminate this Agreement by providing WHACC written notice of suchi ternination. In the event of termination pursuant to this paragraph, the NNBCCPP's only liability shall be to pay WII:CC fur aeceptable goods delivered and services rendered before the termination date.

\section*{X. Period of Agrecment}

This arement is effertive or the date of the last dated signature below, and shall remain in effert until June 29, 2018 , unless teminated soconer, pursuant to Section maboue.
Xi. Amendments

Any and all anmenciments will be made in writing and will be agreed to by the Parties before becoming cffective. All amenciments will be subject to finds made available annually through an appropriation allocation from NNECCPP.

\section*{XII. Confidemtiality}
\(A\) All parties agree to the Lems and conditions of confidentiality as provided in the Federal Privacy Act, 5 U.S.C. §552a; the Navajo Nation Privacy and Arcess to Information Act, 2 N.N.C. § 81 et seq.; Health Insurance Portability and Accountability Act of 1996 (मlpPA), a 5 amended by the Health Information Technology for Fconomic Clinical Health (HTECH) Act, and IIPPA regulations in 45 C.F.R. Parts 160 and 164, Subparts A and E (Privacy Rutc).
B. Information exchanged through this forreenent shati not lie used for purposes other than to implement the prouram.
c. Neither confidential medical infomatinn nor personally identifying information exchanged through this Agreement shall be made available for any political or commercial purpose.
6. Public dissemination of data or any puhlication that infentifies the Navajo Nation will require prior authorization and approval by the WIHCC, Navajo Department of Health ard the Navajo Human Research board.

\section*{Xill. Points of Contact}
points of contact are responsible for monitoring and techmiral evaluation of progess through the surveillance and assessment of perfomance, which may result in recommendations for changes in the rizuirements of this Agreement:

Navajo Nation Breast and Cervical Cancer Prevention Pragrani
P.O. Box 1390

Window rock, AZ 86515
Contact: Curtis Briscoe, Delegated Director
" (928) 871-6348 curtis briscoe@onrioh org

Vinslow Indian Health Care Conter, hic.
500 Nortin Indiana Aveme
Winsiow, \(A Z 860 \because 7\)
M.fodesta Hinckhat, Billing Technician
\#(928) 289-6141 Modesta. Blackhat@WHCC חrg
XIV. Sovereign Immunity

Nothing in this Agreement shall be interpreted as constituting a waiver, express or impliesl, of the sovereign inmunity of the Navajo Nation.
 hereby sign this Agrement for the mutual benefit of the Parlies.

I Or WIHCC:


Winsiow Indian Health Care Center, inc.
500 North Indiana Avenue.
Winslow, Arizoma 8u047

For The Navajo Nation:


The Navajo Nation
P.O. Box 9000

Window Rock, Arizona 86515

Navajo Nation Greast and Cervical Cancer Prevention Program Income Eligibility Guidelines FY 2018 (June 30, 2017-Jane 29, 2018) 250\% Federal Poverty Leve!
\begin{tabular}{ccc} 
Household & Annual & Monthly \\
\hline 1 & \(\$ 30,150\) & \(\$ 2,513\) \\
2 & \(\$ 40,600\) & \(\$ 3,383\) \\
3 & \(\$ 51,050\) & \(\$ 4,254\) \\
4 & \(\$ 61,500\) & \(\$ 5,125\) \\
5 & \(\$ 72,950\) & \(\$ 5,996\) \\
6 & \(\$ 82,400\) & \(\$ 6,867\) \\
7 & \(\$ 92,850\) & \(\$ 7,738\) \\
8 & \(\$ 103,300\) & \(\$ 8,608\)
\end{tabular}

Between

NAVAJO DEPARTMENT OF HEALTH

AND

WINSLOW INDIAN HEALTH CARE CENTER, INC.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between the Navajo Nation Tuberculosis Control Program (NNTB or Associate), a program within the Navajo Department of Health (NOOH), and the Public Health Nursing Program (WPHN), a program within the Winslow Indian Health Care Center, Inc. (WIHCC), a private, non-profit, 93-638, Title V Self-Governance ambulatory health center located in Winslow, Arizona (which includes the Leupp and Dikon satellite clinic sites), each individually referred io as Party, and collectively referred to as Parties.

\section*{I. PURPOSE}

The purpose of this MOU is to strengthen and facilitate a coordinated working relationship between NNTB and WPIN in the provision of comprehensive health services to the residents of the Project Area within the Navajo Nation.

\section*{II. ADMINISTRATION AND PERSONNEL}
A. NNTB agrees:
1. Applicants for vacancies within the NNTB Program shall be interviewed by the NNTB Coordinator and a tuberculosis (TB) Technician. The selection shall be made utilizing a point system established by NN Department of Personnel and NN Personnel Polices Manual.
2. Position descriptions and applications shal be made available for review by NN TB Coordinator before the interview.
3. NNTB shall provide equipment and office supplies for the TB Technician.
B. WPHN egrees:

WPHN shall provide office space, utilities, medical supplies, and telephone for the Th Technician.

\section*{III. PFPORTS AND SCHEDULES}
A. NNTB agrees:
1. TB Technician shall be responsible for submitting leave requests, travel authorization requests (TA), mileage and monthly progress reports to NN TB Cooróinator.
2. The TB Control Technician shall submit monthly activity schedule to the WPHN TB Coordinator and the NN TB Coordinator. When a change in schedule is necessary, a notice shall be given at least one week in advance to the WPHN and NNTB Coordinators, and WiHCC TB Medical Officer.
3. The TB Technician shall update the Client Management Report and send it to the NN TB Coordinator on a monthly basis.
4. A copy of the quarterly narrative/monthly progress report shall be provided WPHN TB Coordinator and WIHCC TB Medical Officer.
5. Disciplinary Action: When a TB Control Technician is to be disciplined or cilismissed from his/her position, the NN TB Coordinator shall notify the WIHCC TB Medical Officer, WPHN TB Coordinator and the CHR Outreach Program.
B. WPHN agrees:
1. WPHN TB Coordinator shall participate in the interview process of applicants to make recommendations as necessary. Position description and applications shall be made available for review before the interview.
2. To make avallable office space, utilities, medical supplies and telephone for TB Control Technician at WIHCC.
3. The WPHN TB Coordinator shall exchange monthly activity schedule with TB Technician.
4. When change in schedile is necessary, a notice shall be given one week in advance to the TB Technician.
5. During the planned, scheduled or emergency leave of the TB Technician or when the position becomes vacant, the WPHN TB Coordinator shall be responsible for coordinating the case of TB clients/patients.
6. Disciplinary Action: When a WPHNTB Coordinator or the WIHICC TB Medical Officer recommends disciplinary action against a TB Technician, the matter sholi be discussed with the NN TB Coordinator. Documentation shall be required to support such discipline.

\section*{IV. TRAINING}
A. NNTB agrees:
1. Training needs assessment shall be completed for all TB Technicians by the NN TB Coordinator.
2. Arrangements shall be made by the NNTB Coordinator to send TB Technician to appropriate trairing.
B. WPHN agrees:
1. TB Technician shall receive the following annual mandatory training: Computer Awareness Training; Privacy Act; Infection Control; Standard Precautions; CPR; TB Updates; Pharmacology; and others as required by funding source and grant stipulations.
2. Supervised training and certification shall be provided by Arizona and New Mexico State Departments of Health for TB Technicians on TB Skin Test technique.
3. The WPHN TB Coordinator shall provide technical assistance to the CHR Director and the: NN TB Coordinator in the clevelopment of TB Technician training plan.
4. WPHN TB Coordinator shall assist with arrangements for the appropriate training sessions offered by WIHCC.

\section*{V. MEETINGS}
A. NNTB agrees:
1. The TB Technicians shall attend the WIHCC's monthly infection Control Committee meeting and provide reports.
2. Biannual meetings shall be conducted for WPHN TB Coordinator and TB Technicians with the \(N: V T B\) Coordinator and PHN Consultant.
3. Annual reviews shall be conducted to discuss TB Program goals, issues, and strategic plan with the TB Technician, WPHNTB Coordinator and the TB Medical Officer.
C. WPHN agrees:
1. WPHN TB Coordinator, TB Technician, and the WIHCC TB Medical Officer shall meet biannually and as needed to discuss areas of concern.
2. The WPHN TB Coorclinator and the TB Technician shall meet to discuss issues/concerns related to patient care, to plan treatment activitios, and to improve management of caseload.

\section*{vi. REFERRALS}
A. NNTS agrees:
1. Maintenance of all referrals received by 7B Technicians:
a. A "Referral Log" shall be maintained by the TB Technicians.
b. All Referrals shall be entered into EHR and written on standard IHS Patient Referral Notice (HRSA 199-1) oi PCC Form, indicating service requested.
c. When the TB Technician needs clarification regarding referrals, he/she shall seek assistance from the WPHN TB Coordinator or WIHICC. 7'8 Medical Officer.
d. TG Tect:nicians shall note the disposition of the referral in the log book.
2. For non-active cases, referrals must have a writien response with a copy for patient's chart and the original sent to the person within tea (10) working days per service unit policy.
3. Active/Suspected/High-Risk referrals shall be completed within five (5) working days. Continued investigation shall be done following the CDC Standard Protocol.
B. WPHN agrees:

All referrals shall be reviewed by WPHN TB Coordinator as needed and logged into the PHN referral book as appropriate. If there are questions, the PHN TB Coordinator or the WIHCC TB Medical Officer shall be available for clarification:
a. The PHN office shall maintain a referral log for completed referrals.
b. Referrals shall be in writing to specify services requested by a medical provider.

\section*{VII. SUPERVISION}
A. NNTB agrees:
1. Administrative supervision of the TB Technician shall be delegated to the NN TB Coordinator.
2. NN TB Coordinator shall develop performance standards for TB Technician.
B. WPHN agrees:
1. Technical assistance shall be provided by the WIHCC TB Medical Officer and WPHN TB Coordinator.
a. The TB Medical Officer shall have input into the development of performance standards for \(T B\) lechnician.
b. PHN Case Conference team meeting shall include the TB lechnician for purposes of coordination, education and sharing of patient information/patient care.
2. Pe:formance evaluation shall be completed with input from the WIHCC TB Medical Officer and WPHN TB Coordinator.

\section*{vill. PATIENT PLAN OF CARE}
A. Both parties agree:
1. Newly diagnosed TB Cases shall be reviewed by TB Technician and WPHN TB Coordinator after horme visit assessment.
2. Reports shall be reviewed quarterly by the WPHN TB Coordinator and the NNTB Coordinator.
B. NNTB agrees:
1. The TB Technician shall review all new TB reactor/converters to assure proper plan of care.
2. A Performance Improvement too! shall be used to monitor patient outcome by the NN TB Coordinator on a quarterly basis for quality improvement.
3. The program shall document and identify problem areas and monitor until problems are resolved.
C. WPHN agrees:

The WIHCC TB Modit al Officer, WPHN TB Coordinator or Pharmacy shall provide medtal supervision with p!en of care.

\section*{IX. MEDICATION}
A. NNTB agrees:
1. Medication sheet for Directly Obseived Therapy (DOT) shall be reviewed and implemented by TB Technician and WPHN TB Coordinator for each patient receiving medication.
2. TB Technicians shall make home visits to each referral patient to reinforce treatment instructions and the rationale for \(T B\) medication prescriptions.
3. TB Techn:cians shali adiminister TB medications to patients. There shall be a wfitien prescription and instructions (or, medication bottle). The TB Tecinnician shali abserve the patient swallow their medication. Treatment shall be documented for compliance.
B. WPHN agroes:

The WPHN TB COO:dnator or WiHCC TE Nicdical Oificer shall give specieic instrutions and guidance to the T'R Technician as needed.
x. ChEST/TB CLINIC
A. NNTE agrees:
3. All 18 patients shall be seen in chest clinic to ensure proper management.
2. During Chest/1 \(B\) Cinics, the TE Technician shali assist in reviewing lindividuat plan of care, determine which patients need chost x-rays, lab tests, medication refils, andi appointments.
3. The TB Techncian end the WIHN TB Coordinator shall initiate a PCC/F:HR consuit on post chest ciiric and make a follow-up hone visit within five (5) working days.
4. The TB Technician and the WPHN/TB Courdinator shall maintain an appointment log, of all TB pationts.

\section*{(1. HEALTHEDUCATION}
A. Nintb agrees:

The TB Technician shall provide health education to patients, families, and communty:
a. Health education topics shall be related to TB prevention, disease process, treatment and transmission.
b. The NiN TB Coorclinator and TB Technician shall develop culturally relevant material with abiltics to transtate into Navajo for patients.
(3. WPHN agrees:

The WPIN 7B Coordinator may assist the TB Technician in healtla education presentation to patients, fanilies, and commmity:
a. The health education topics shell be related to TB prevention, disease process, treatment, and transmission.
b. The Niedical Provider, PHN/TB Coordinator, and Pharmacy may provide technical assistance with health education materials.

\section*{XI. PERFORMANCEIMPROVEMENT}
A. NNTB agrees:

A Performance Improvement Plan shall be established and implemented by NN TB Coordinator to ensure quality patient care i.e., medication compliance, proper therapy, Quality Program Management, etc.:
a. TB Program Management Case Report Revised CDC Report of Verified Case of TB (RVCT) and follow-up 1 and 2 shall be completed and submitted within five (5) days.
b. Data entry on information of aforementioned forms shall be entered at the NN TB Coordinator's office.
c. T8 Techaician shall document ali patient contects in the patient's medical record (Prc-Printed PCC) utilizing SOAP format.
d. A quarterly report shall be submitted by the NN \(7 B\) Coordinator in accordance with the Grant Performance Report. The NN TB Coordinator shall forward the quarterly report to the CHR Outreach program Director.

\section*{XIII. TERMS AND CONDITIONS}

\section*{A. PERIOD OF AGREEMENT}

This agreetnent shali become effective upon the clate of the last signature betow and shall remain in effect until terminated.

\section*{B. AMENDMENT AND/OR TERMINATION}

This Memorandum of Understanding shall not be amended, altered, or changed except by instrument in writing, agreed to and executed by both parties. This agreement may be terminated at any time during the course of the agreement by any of the parties to the agreement with thirty (30) days written notice to the other parties.

\section*{C. CONFIDENTIALITY}

The Associate agrees that it will not disclose, in writing or verbally, any protected health information, other patient information or proprietary business information of the WIHCC to which it has access in performing work under this agreement. To the extent Associate has access to protected health information or other patient information and medical records protected by the Health Insurance Portability and Accountability Act of 1996 (HiPAA) and its implementing regulations, the Standards of Privacy of individual Identifiable health information at 45 C.F.R. Parts 160 \& 164, Associate agrees to compiy with the WHCC's policies regarding Privacy and Patient Confidentiality and the Business Associate Addendum, attached hercto and made a part of this Agreement, regarding
the use and disclosure of protected health information to which it has access in performing work under this Agreement.

\section*{D. DISPUTE RESOLUTION}

All disputes or claims arising out of the performance or execution of this Agreement shall be resolved, in the first instance, by the oral or written presentation of one party's position to the other party. Both parties shall make a good faith effort to agree upon a solution. If this first instance and resolution fails, disputes or claims shall be resolved administratively according to the laws of the Navajo Nation and if any formal proceedings become necessary, these shall proceed in the courts of the Navajo Nation under the laws of the Navajo Nation. Nothing herein shall be construed as a waiver of the: Navajo Nation's sovereign immunity.
E. RELATIONSHIP AMONG THE PARTIES

WIHCC and the NNTB are separate and independent entities and shall not be deemed to have undertaken a joint venture with regard to the activities undertaken under this Agreement, nor shall either be considered to be the agent, employee, or partner or the other.

\section*{F. GOVERNING LAW}

Applicable Federal and Navajo Nation law shali govern this MOU. All disputes, actions and claims arising from or related to this MOU shall be subject to the exclusive jurisdiction of the courts of the Navajo, Motion.
FOR
WINSLOW INDIAN HEALTH CARE CENTER, INC.

FOR
NAVAJO NATION:


Winslow Indian Health Care Center, inc.


July Barton-Todacheenic, CPO \(3 / 21 / 17\)
Winston Midian Health Care Center, Inc.


Bóńdall Cribber, Chief Finance Officer Winslow Indian Health Care Center, Inc.


Sally N. Pete, Chief Executive Officer
Winslow Indian Health Care Center, Inc.


Larry Schramm, MD, Internist
Winslow indian Health Care Center, Inc.

\(3 / 23 / 2517\)
Date

\title{
MEMORANDUM OF AGREEMENT \\ BETWEEN \\ The NAVAJO NATION, Navajo Department of Health, Navajo WIC Program AND \\ Winslow Indian Health Care Center, Inc. \\ \\ FOR TIE PURPOSE OF PROVISION OF AN OFFICE SPACE/AREA
} \\ \\ FOR TIE PURPOSE OF PROVISION OF AN OFFICE SPACE/AREA
}

This MEMORANDUM OF AGREEMENT is made between Navajo WIC, a Navajo Nation, Navajo Department of llealth Program, P.O. Box 1390, Window Rock, Arizona 86515 and located in Window Rock, Arizona, herein referred to as Party \(A\), or Navajo WIC: and Winslow Indian Health Care Center, Inc. a Tribal 638 Program, 500 North Indiana Avenue, Winslow, Arizona 86047 and located in Winslow, Arizona, herein after referred to as Party B, or WIHCC.

WHEREAS, Navajo WIC provides services to eligible women, infant, and children with nutrition food supplement and education, and health care referral as needed serving the Dilkon Service area including the Chapter communities of Bird Springs, Dilkon, Indian Wells, Jeddito, Leap, Tolan Jake, Tecsto, and White Cone, and the lorder-towns of Hollrook, Flagstaff, and Winslow, Arizona; and

WILEREAS, WIHCC. provides medical and healthcare needs to Native American Indians in the southwest portion of the Navajo Nation including the Chapter communities of Dillon, J.eippl, Tolan Lake, Pesto, Indian Wells, Jeddito, and White Cone, and the community of Soba Dalai and Winslow, Arizona; and

WHEREAS, Nama WIC and WHCC have a common interest to provide medical, clinical, and disease prevention services, and promote healthy lifestyles throughout the life span of individuals; and

WHEREAS, the Dillon Navajo WIC was displaced due fo lack of office space due to a fie at the Dilkon Chapter administration coffees; and

Whereas, the WIHC C has graciously allowed Winslow Navajo WIC and Dillon Navajo WIC to provide services from its site in a trailer owned by the Navajo Nation, which passed its service lite, and may be deemed a satiety and health hazard; and

Whereas, while recognizes the need for an office space to douse Navajo ViC programme, allowing it to continue provision of services in the Winslow service area.


NOW'THEREFORE, inconsideration of this \(\Lambda\) greement, the Parties do hercby agree to the following:

\section*{1. PURPOSE}

For WIHCC to provide Navajo WIC an office space at the in Winslow, Arizona health care conter. Navajo WIC will provide WIC related services and health care referrals the Chapter and commmities served by WIHCC and Navajo WIC.

\section*{II. Responsibilities of the Parties:}
A. Both Parties A and B agree to:
1. Develop and sustain an enviromment of cooperation, collaboration, and coordination through a partnership and in good faith.
2. Participate, when appropriate and funding allow's, in events of common interest, such as healih fairs, conferences, and community activities.
3. Promote quality customer services and public relations.
4. Promote a safe and healthy work enviromment for co-vorkers, program participants, and the geineral public.
5. To the extent cither party has access to protected health information or other personal health information and medical records protected by the Healit Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation, the Standards of Privacy of Individual Identifiable Health Information at 45 C.F.R. Parts 160 ard 164 , both purties agrees to comply with the WIllCC's policies regarding Privacy and Patient Confidentiality and the Business Associate Addendum, attached hereto and made a part of this Agreement, regarding the use and diselosure of protected health information to which it has access in performing work at the site noted under this Agrement. Safeguard and protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures of such information without patient authorization. Further, ensure patient rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections. This provision shall survive the termination of this Agreement,
B. Party \(A\) shall:
1. Occupy and use at zero dollars for rental or lease to WIHCC for an office space in building "w1-4", roon numbers 213 and 214.
2. Respect and comply with applicable standards, protocols, policies, and procedures of WIHCC.
3. Pay for programmatic communication services and related expenses.
4. Provide office equipment, such as computers, printers, copiers, cte.
5. Be responsible for maintenance of office equipment.
6. Respect, comply with, and participate in all drills to promote safe working enviromment and public safety and health.
7. Conduct only official business of the Navajo Nation as related to the Navajo WIC. program and services.
8. Maintain a clcan and safe office space, minimizing storage to only equipment, supplics and other necessary itoms related to performance and delivery of Navajo WIC services.
C. Party B shall:
1. Provide at no cost to Navajo WIC an office space in building "Wl-4", furnished romm numbers 213 and 214.
2. Respeet and comply with applicable stanlards, protocols, policies and procedures of Navajo WlC as related to the space being occupied.
3. Provide aceess to intemet communication lines for Navajo WIC communication through the internet for progranmatic purposes.
4. Inform Navajo WIC: of anticipated drills to promote safe a working environment and public safety and health.

\section*{iII. DLRATION OF AGREEMENT}

This MOA shall be made effective as of the signature Jast dated, and shatl continue until terminated by either Navajo WIC: and/or WHICC:

\section*{IV. KEY CONTACTS}

Notices of inquiries regarding this MOA shall be directed to the following:

FOR PARTYA:
Name: \(\quad\) Henry Haskic
Title: Program Manager II
Address: P.O. Box 1390
Window Rock, Arizona 86515
Phone: (928) 871-6732
Email: hank haskicomodohory

\section*{FOR PARTY B:}

Sally Pete
Chic Executive Officer
500 N. Indiana Ave
Winslow, Ari\%ona 86047
(928) 289-4646
sallynete \({ }^{\text {oivihec.org }}\)

\section*{Y. AMENDMENTS}

Amendments to this agreement shall be made in writing and signed by all larties.

\section*{Y. REIATIONSIMP OF THL PARTIES}

The employee of either party, including volunteer employees, will not be considered employees of the other party for any parpose, neither party has express or implied aubority to assume or create any obligation or responsibitity on bethalf of or in the name of the other party.

\section*{VII. Disputes}

Dispotes shatl be setfed through geosl fath negotiation between the parties.

\section*{VIII. SOVEREIGN IMMUNITY}

Nothing herein shall be construed as a waiver, express or implied, of the Navajo Nation's sovereign immunity.

\section*{IX. TERMINATION}

Any Party may terminate this MOA or any portion thereof upon giving thirty (30) days written notice to all Parties.

\section*{X. APPLICABLE LAW}

This MOA shall be governed and interpreted in accordance with the laws of the Navajo Nation. Nothing here in shall be construed as a waiver, express or implied, of the Navajo Nation's sovereign immunity.

\section*{XI. ENTIRE AGREEMENT}

This MOA embodies the entire terms, conditions, and understanding of the Parties. The parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed herein, and that this MOA constitutes the Parties' entire agreement with respect to the matters addressed herein.

IN WITNESS WHEREOR, we the undersigned, as authorized representatives for the respective parties, hereby sign this Agreement for the mutual benclit of the parties.

FOR PARTY:


Ramona Antone-Nez, Executive Director:
Date:
Navajo Department of Health

\section*{FOR PARTY B:}


Winslow Indian Health Care Center, Inc.

\section*{FOR NAVAJO NATION:}


Russell Begaye, President \(\frac{12 / 2 / / / S}{\text { Date: }}\) The NAVAJO NATION

\section*{MEMORANDUN OF UNDERSTANDING}

\section*{BETWEEN}

TIE NAVAJO NATION EMERGENCY MEDICAL SERVICES

\section*{AND}

THE WINSIOW INDIAN HEAITH CARE CENTER, INC.

ATACHMENIS
\begin{tabular}{|c|c|c|}
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This Memorandum of Understanding ("MOU") is entered into by and between the Navajo Division of Public Safety, Deparment of Fmergency Medical Services, Winslonv Field Office ("EMS") and the Winslow Indian Health Care Center, Inc. ("WHICC"). WIHCC and EMS may also be referenced as Party or Parties.

\section*{1. PURPOSE}

The purpose of the MOU is to strengthern and facilitate an effective coordinated working relationship between WIHCC. and EMS. The goal is to provide comprehensive coordination in pro-hospital emergency medical services to the residents/bencficiaries of the geographical arca served by the Winslow Field Office pursuant to the Scope of Work in its P.L. 93-638 Contract with Navajo Area Indian Health Scrvice ("NAIHS"). The following articles specify mulual responsibilities and the coordinated efforts to meet the needs of those served by WIHCC and EMS.

\section*{II. INTRODUCTION}

WIHCC is charged with the responsibility of providing health care services pursunt to an andian Self-Determination and Education Assistance Act Compact and Funding Agreement with NAIHS for a service aren that includes Winslow, Leupp, and Dilkon, Arizona. EMS is charged with providing pre-hospital emergency medical care to persons within its service area which includes Birdsprings, Dilkon, Indian Wclls, Ieupp, Teesto, Tolani Lake, and Whitecone, Arizona.EMS is supported primarily through an Indian Self-Detennination and Education Assistance Act Contract with NAIHS. Supplemental funds are also available from Third Party Reimbursement for services provided by EMS. EMS is a field office in the Department of Encrgency Modical Services of the Navajo Division of Public Safety, a division within the Fexecutive Branch of the Navajo Nation Govemment.

Ffforts by and between WIHCC and EMS must be closely coordinated if the energency care needs of pationts are to be satisfactorily met. The functioning of an effective pre-hospital and clinical emergency care system depends upon clearly defined and mutually aceepted roles and responsibilities of WIHCC staff and EMS personnel. Successful implementation requires mutual respeed and understanding between the Parties.

\section*{III. ORGANLZATION}

WIHCC and EMS shall have an Emergency Care Committe ("ECC") consisting of, at a minimum, the EMS Emergency Medical Technician ('EMT') Supervisor, the WIHCC EMS Medical Director', WIHCCChief Medical Officer, the Urgent Care Nurse Supervisor, and the WIHCC Chiof Nurse Executive. The ECC will address and resolve local emergency care problems within the designated service areas of WIHCC and EMS . A fomal chain of command will be utilized to address local program issues pursuant to the Chain of Command, see Attachment l. At a minimum, the ECC will meet on a quarterly basis. Mecting minutes will be forwarded to the ECC, the EMS Program Manager, and the WIHCC: Chief Executive Officer.

\footnotetext{
"The "EMS Medica! Jivector" is not an LEAS Mmployed but a WIHCC medicil doctor who is assigned to provide medical oversight and advice to FMS personnel in the Winslow Field Office.
}

\section*{IV．PRAIOD OF AGREEMEXT}

The administrative procedures and responsibilities sel out in this MOU shall be effective October 1,2014 and shall remain in effect for a period of five fiscal years ending September 30， 2019 unless the Parties agree to amend the MOU jursuant to Paragraph V．

\section*{V．AMIENDMENTS AND TERMINATIOA}

If the MOU is to be amended，attered or changed，it shall be done by an instrument in writing that is agreed to and duly executed by both parties hereto．If temination would be contemplated， the tomination would not apply 10 pre－hospital emergency medical services provided by EMS and WHHCC．WIHCC would give at least sixty（ 60 ）days prior written notice to EMS should WIHCC：ever need to decide to teminate non－medical services such as the provision of office space，immunizations for EMS personnel，or continuing education．

\section*{V．CONFIDENTHAXIIX AND PLBLIC＇ATION}

The parties agree that the tems and conditions of confidentiality pursuant to the Health lnsurance Portability \＆Accountability Act of 1996 and the Navajo Nation Privacy Act are applicable to each party．Infomation exchanged through this MOU shall not be used for purposes ohter than those covered in the MOU without prior approval of both Parties．

\section*{VH．DYSPUYE RESOLUTION}

Any dispute arising out of the application and implementation of this MOU shall be resolved through intomal discussion and resolution by the ECC：If the FCC．canot reach informal resolution，the dispute shall be presented in writing to the Chief Executive Officer of WIHCC and the Program Manager of EMS whe will make a good faith eftort to reach a resolution within thity（30）days of receiving the writton repuest．

\section*{VIII．POINTS OF CONTACI}

In addition to serving as points of Contact for notice and information purposes，the Points of Contact will also monitor the implementation of this MOU and may recommend changes to the MOU based upon their evaluthom and assessment of performance under this MOU．Any notices shall be sent by certified mail．


\section*{IVMS：}

Heary Waliace，Irogram Manager
Department of Emergency Medical Services
P．O．Bux 3360
Window Rock A\％ 86515
J＇cle：928－871－64101
トロx：928－87ノ－7789

\section*{M．WHHCC RESPONSIBIIITIES}

The responsibilities of WIMCC．are ennmerated as follows：
A．The EMS Medical Director will provide on－line and off－line medical direction to EMS at the local level in accordance with New Mexico Administrative Code 4.2 as dehned umber New Vexien regulations．The DMS Medieal Director＇s aftine
control responsibilities will include, but are not limited to, monitoring and evaluating pre-hospital care through review of a random selection of ambulance runs on a monthly basis. The EMS Medical Director's full duties and responsibilities are set forth in Attachmont II.
B. WIHCC will follow established standards as publishod in the Indian Health Manual, Part 3, Chapter 17; the Accreditation Association for Ambulatory Health Care Accreditation; and the WIHCC Policies and Procedures.
C. WIHCC will make office space available at no cost to EMS in accordance with the standards and regulations under the Occupational Safety and Health Administration ("OSHA") including but not limited to janitorial services, intenct/intranel cupability, a copier, a fax machine, and telephone and fax lines.
D. WHHCC, through the Online Medical Director and in conjunction with the WIHCC Pharmacy and Therapeutic ("P\&T") Committec, will develop policies on EMT Paramedics emergency medication usage and will designate a WHOCC employee to be responsible for checking ambulance emergency drug boxes for drug expiration dates and replacements. WIHCC, through the P\&T Committee and in conjunction with the Online Medical Directur, will also establish policies and procedures that are consistent with the New Mexico EMS Scope of Practice for Allowable Drugs and Routes of Administration for the use and tracking of controlled substances provided by WIHCC for use by EMS.
E. WIHCC will provide to EMS emergency equipment supplies such as linen, bandages, splints, IV fluid, and drugs on an as-nceded basis. WIHCC will provide and be responsible for the costs of preventive and corrective maintenance and necessary equipment repair for EMS equipment. For such repair, WIHCC will assume a maximum of \(\$ 500\) per year for any one unit of equipment and a maximum total of \(\$ 2,000\) per year for all equipment assigned to the Winslow Field Office. Beyond these costs, EMS will be responsible for costs to repair and replace equipment.
F. WIHCC will provide adequate disposable and reusable personal protective equipment for EMS use as currently recommended by the EMS Bureau, New Mexico Department of Health, when addressing infectious diseases and hiological, chemical and radiation exposure. This will include items such as gowns, N 95 masks (and their fitting), gloves, and goggles. It will not include Hazardous Materials containment protective cquipment, powered air purifying respirators or self-contained breathing apparatus.
G. WIHCC: will provide OSHA-required immunizations, post-exposure prophylaxis, and occupational discase surveillance (e.g., TB skin testing) for EMS persomel through the usual mechanism in place for W1HCC-based employees.
H. WIICC. will ofter online continuing cducation developed in coordination with the FMT Supervisor on a schedule detemined by the EMT Supervisor and the EMS Medical Director. Such continuing education will be consistent with the EMS personnel EMT licensure level in accordance with the EMS Bureau, New Mexico Department of Health, Continuing Education Guide for Licensed Personnel and Continuing Education Coordinators. The EMS Medical Director will determine the appropriate training pursuant to the Skills l ist established by the National Registry of Emergency Medical Technicians, see the 16 skills inchuded in Attachment III. WHHCC will also provide annual mandatory training to FMS field staff.
1. WIICC will be primarily responsible for arranging inter-facility transports, meaning the transportation of patients and medical personnel from WIHCC: wand from the airport and to other medical facilities.
1. EMS will provide backup to WIHCC to transport patients to referal local hospitals and to or from the aiphort when no other transport option is available.
2. Whether and when to utilize EMS as a backup transport will be made collaboratively by EMS , the online control physician, and the nursing personnel who are typacally involved in arranging inter-facility transports.
3. The dewsion-miting process whether to use FiMS as a backup transport will recognize and prioritize competing needs--primary among the compoting necds will be that pre-hospital transports by I:MS will take priority over eny inter-facility transports.
J. WIHCC may provide a transport nurse/doetor, if and as available, on all interfacility transponts done by EMS when the condition and/or treatment of a patient requires Advanced Life Support skills and continued stabilization that exceeds the scope of practice of available EMS personnel.
K. Pursuant to the WIHCC Disaster Plan, the EMS Medical Director and the EMS Medical Director or the Urgent Care Center Physician in Charge will deede the extent of EMS' participation when a disaster occurs in or at WIICC.

\section*{X. EMS RESPONSIBHATTES}

The responsibilities of EMS are enumerated as follows:
A. The number one priority of EMS is to provide pro-hospital emergeney medical care within its designated service aret.
B. While responding, to a pre-hospital medical encrgency call, FMS persomed will immediately notify the Ek/Urgent Care Physician or Nurse:
1. of any life-threatening prohlens to the patient (emergency cases, cardiac arrests, major trama, active bleding and obstetrical emorgencios or
labor) so that the physician or nurse can provide patient care guidance and instruction while en route.
2. of any patient in obvious distress, even if the patient is physically stable, such as exhibiting bizarre behavior, having been a sexual assault victim, or other similar kinds of distress.
3. of any intention to discontinue or change a planned run.
4. of any intention not to transport after having done a patient evaluation.
C. EMS is the first responder to provide ambulance coverage in responding to emergency medical calls in its designated service area. If EMS is unavailable to respond to an emergency medical eall, WIHCC may provide ambulance coverage but only if the WIHCC medical transport is available. EMS will immediately notify WHICC: Urgent Care Physician on-duty whenever EMS personnel leave to respond to an emergency call or for other duties. EMS will immediately notify the WHCCC Vrgent Care Physician and/or Urgent Care Charge Nurse of any change in or of the unavailability of EMS manpower and/or equipment.
D. EMS personnel will complete all required reports immediately after transfer of patients to Urgent Care staff at WHHCC. Copies of these reports will be placed in patient medical records by the end of each EMS shift.
E. With respeat to any WIIICC equipment used by EMS, EMS will assure compliance with WIHCC's preventive maintenance schedule pursuant to the WIHCC Property Policy and Procedures, 2.8 Maintenance. Equijment referred to include but are not limited to those requiring anmal and bi-annual biomedical calibration cheoks such as eardiac defibrillator/automatic external defibrillator and vital machines. WIHCC will cover the costs of calibration and maintenance checks. EMS will be responsible for the major repair costs or necessary replacement costs only if damage to WIHCC equipment occurs due to the gross negligence of EMS while in possession of and/or using WHHCC equipment.
F. EMS will perform administrative functions and adequately maintain EMS vehicles to ensure quality emergency care. However, these activities will not take precedence over providing pro-hospital emergency medical care or assisting WIHCC in emergency situations. EMS will inform the WHHCC. Urgent Care Physician or Urgent Care Charge Nurse when its personnel leave to respond to an emergeney call or to perform other duties.
G. EMS persomel will follow EMS General Orders, EMS Policies and Procedures, and the Navajo Nation Personnel Policies Manual as they perform their responsibilities under this MOU.
11. EMS will provide completed background investigation checks to the Human Resourees Dircetor at WIHCC for every EMS persomel perfomning services under this MOU, which background checks will be in conformance with the Indian Child lrotection and Family Violence Prevention Act.
1. EMS will be informed of those WHHCC. policies and procedures directly relevant to perfoming services under this MOU and will appropriately comply with them. EMS personnel will participate in the mandatory training that is required of all WIHCC. staff, mon an EMS representalive will participate on the WlHCC. Injury Prevention Commiltee.
3. EMS persomel will be involved in all appropriate Quadity Management and Perfonmance Improvement Programs, disaster preparedness planning and testiag, and will coordinate continuing educaion needs with the IUMS Medical Director.

\section*{XI. SOVEREIGNIMAUNITY}

Nothing, in this MOU, or in thy future amendments, shall be construed as waiving the sovereign immunty of the Navago Nation. Nothing in the MOU shall waive any rights of the Partics under applicable federal law.

\section*{XM. LIABIISTY AND EMHPSOMERSTATUS}

Both Partics are separately finded by a Compact (WIHCC) or a Contract (EMS) pursuant to the Todian Self-Detemination and bducation Assistance Aci. For purposes of coverage under the Federat Tort Clams Aet, individuals providing health care services under their respective (ompact or Contract are deemed lo be employees of the Federal Govemment. For purposes of this MOU, each Party will remain liable for the acts or omissions of its own employees. WIFICC employees and lEMS employees, while porfoming services under this MOU, remain employees of their respective omployer, and the respective employer shall remain liable for any worker's compensation clams. Any elams aganst the Navajo Nation arising under this MOL will be subject to the limitations of the Navajo Sovereign lmmunity Act.

\section*{X11. APPROVAI.}

This MOLJ has been revewed and approved for use by the manament of WIHCC and the Navaio Nation on behalf of EMS. The MOL will be reviewed every five years, and a renewat will be processed and completal by WIHCC and liMS at least 60 days before the end of each live-year period. If modifications are recommended, such modifications will be done in aceordance with Section \(V\).

\section*{SIV. SIGNATURES}

This MOl: is not valid until duly signed by the designated persons set torth below. The MOU is entered into by and between the latics on the date set out below as presented by the affixed signatures. Those persons signing on behalf of the respective Parties represent that they are athorized to sign.


Dr. Frank Ammo, Cine Medical Officer


Hemp wallace, Program Manager Department of Emergency Medical Services
Jenedr-
Jesse Delmar, Executive Director
Navajo Division of Public Sale ty


Russell Begayc, \({ }^{6}\) president Navajo Nation


Date


Date


Date

Attachment 1
GHAMN OF COMMAND
RMS/WHIIC:


\section*{Attachment II}

\section*{Winslow Indian Health Care Center URGRNT CARE PHYSICIAN/EMS MEDICAL DIRECTOR}

\section*{INTKODUCTION:}

The UCC Physician/EMS Medical Director provides comprehensive medical care services for patients presenting to WIHCC. Urgent Care Center (UCC) with urgent and emergent conditions. The physician also serves as WIHCC's liaison to the Navajo Nation FMS Program, and provides medical supervision and guidance for EMS services. The UCC Physician / FMS Director will work under the supervision of the ChiefMedical Officer.

\section*{MAJOR DUTIES AND RESPONSIBILITES:}

Interviews and cxamine patients, reviews past medical history, and requests and/ur performs clingoostic tests and examinations necessary to oblain all possible information for cach case. Siagnoses and treats patients of all ages with a wide range of medical problems ranging from relatively routine care to mote complex, acute, and lifethrentening emergency tare. Provides emergency stabilization as necessary, and arranges appropriate transpontation to referral enters and tertiary care facilities when defminive curative management cambot be alequately provided here at WIHCC. Coorclinates and integrates information on all such referals and assures provision of timely fullowup care as required. Makes appropriate entries of all care provided in patient melical records in accordance with Winslow Indian Itcalth Care Center polacies and procedures, as well as regulatory requirement, requirements of accreditation bodies and third parly payers. Manages flow of patients throngh VCeC and oversecs triage such that undue delays in patient care are minimized, and patients are cared for in a timely manner consistent with pationt acuity.
A.s EMS Medical Discetor, physician provides on-line and off-line medical supervision of Navajo Nation EMS Program, and serves as member of WILICC Emergency Care Commitce ( \(1:(\) (:) In address pertinent issues relevant to pre-hospital and in-house emergency services. Physician performs responsibilities consistent with WIIIC'C' Memorandum of Agreenent with Navajo Nation EMS, providing ambulance run reviews with FMT's at least monthly, and providing or coordinating training opportunties as approptiate and avaitable. The IEMS Medical Director will also work with the WIIIC C: 1 :CC and Phamacy and Therapentics Committee w develop Scopes of Practice for EMT's and profocols for emergeney medication administration.

\section*{QUALIFICATIONS, KNOWLNEOE AND ABILITIES REQUIRED BY TUE POSITION:}
- This position requircs a Degree in Medicine, and completion of an approved residency in a primary care specialty; Beard Certification or elgibility in a pmimary care speciatty; or 5 years' experience working in an fR or urgent care setting. The position also reguires and unrestricted license to pratite medicine in the State of Arizona.
- This position requires a knowledge of, and semsitivity to, culural and language differences. Must have excellent interpersonal skills in handling interactions with hospital staff, or oher agencies, groups, and patients and familics.
- Must be able to work as a Team Nember and develop productive and cooperative working relationships with health care providers within the facility as well as healtheare providers in hospitals and nursing homos. as well as private practitioners and law enforcement agencies thronghout the community.

As required by P.I. 93-638, whsolute preference will be given to qualitied Nawajo npplicmats. If there are no qualified Navajo applicants, preference will he given to qualified Itrdian applicants.
Created: \(05123 / 2006\).5
Rovised 0k/24/2009, ro

\section*{Attachment III}

\section*{National Registry of limergency Nedical Technicians}

\section*{Sixteen Skills}
- Bleeding Control/Shock Management
- Cardiac Arrest Management/AED
- Dynamic Cardiology
- Intravenous Therapy
- Joint Immobilization
- I ong Bone Immobilization
- Oral Station
- Patient Assessment - Medices
- Pationt Assessment . Trauma
- Pediatric Intraosseous Infusion
- Pediatric Respiratory Compromise
- Pediatric ( -2 yrs.) Ventilatory Managenem
- Spinal Immobilization (Seated Paticnt)
- Static Cardiology
- Supaglotic Airway Device
- Veatilatory Management - Adull

NAVAJO NATION CONDITIONS FOR DESIGNATION AS

TRIBAL ORGANIZATION FOR HEALTH CARE PURSUANT TO

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

\title{
Navajo Nation Conditions for \\ Designation as Tribal Organization for Health Care Pursuant to the Indian SelfDetermination 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, SelfGovernance.
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 SelfGovernance 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．

\section*{MEMORANDUM}

Honorable Lee Jack, Sr. Navajo Nation Council

FROM:

DATE:


Edward A. McCool, Principal Attorney Office of Legislative Counsel

September 21, 2018

\begin{abstract}
SUBJECT: AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING FOR APPROVAL OF THE NAABIK'IYATI' COMMITTEE THE DESIGNATION OF THE WINSLOW INDIAN HEALTH CARE CENTER 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. 93638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANZATION" BEING REVOCABLE AND CONTINGENT ON COMPLIANCE WITH ALL TERMS AND CONDITIONS AS REQUIRED
\end{abstract}

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. \(\S \$ 500,501\). 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: _0316-18 \(\qquad\) SPONSOR: Lee Jack Sr.

\begin{abstract}
TITLE: An Action Relating to Health, Education and Human Services; Recommending for approval of the Naabik'ivati' Committee the designation of the Winslow Indian Health Care Center as a Navaio Nation "Tribal Organization" for a period of twenty-five (25) years, for the purposes of contracting with the Unites States Indian Health Service and authorizing it to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93638, 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
\end{abstract}

\section*{Date posted: September 27, 2018 at 5:15}

Digital comments may be e-mailed to comments@navaio-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 \({ }^{\prime}\)

\section*{LEGISLATION NO.: 0316-18}

SPONSOR: Lee Jack Sr.
TITLE: An Action Relating to Health, Education and Human Services; Recommending for approval of the Naabik'ivati' Committee the designation of the Winslow Indian Health Care Center as a Navaio Nation "Tribal Organization" for a period of twenty-five (25) years, for the purposes of contracting with the Unites 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

Posted: September 27, 2018 at 5:15 PM
5 DAY Comment Period Ended: October 2, 2018
Digital Comments received:
\begin{tabular}{|c|l|}
\hline \begin{tabular}{c} 
Comments Supporting \\
(1)
\end{tabular} & \begin{tabular}{l} 
1. Wilfred Jones, Board of Director, Red Mesa \\
Chapter.
\end{tabular} \\
\hline Comments Opposing & None \\
\hline Inconclusive Comments & None \\
\hline
\end{tabular}


\section*{Fwd: Legislation \#0316-18 - Sponsor by Lee Jack Sr.}

\section*{Wilfred R. Jones <wrjones@unhsinc.org>}

Tue 10/2/2018 2:08 PM

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

\section*{Sent from my iPad}

Begin forwarded message:

From; "Wilfed R. Jones" <wrjones@unhsinc,org>
Date: October 2, 2018 at 12:59:27 PM MDT
To: <commets@navajo-nsn.gov>
Subject Legislation \#0316-18 - Sponsor by Lee Jack Sr.

Wilfred Jones
Board of Director-Red Mesa Chapter
Utah Navajo Health System
wriones@unshinc.org
I'm writing in the support of this Legislation, based on being in "Excellent" standing and in compliance with the previous Legislation \#33-10 of the Navajo Nation Council. UNHS, along with other qualified 638 facilities on the Navajo Nation have met the regulations and guidelines established by Title 5 of the Indian Self Determination Act of the Federal Government. In addition, UNHS has had clean Annual Audits for the past 17 years, as provided to our oversight Committee of Navajo Nation Council.

Respectrully Wilfred Jones

Sent from my iPad

\title{
RESOLUTION OF THE \\ HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE of the \(23^{\text {xd }}\) NAVAJO NATION COUNCIL - F Fourth Year, 2018
}

\section*{AN ACTION}

RELAATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING EOR APPROVAL OF THE NAABIK'ÍYÁTI' COMMITTEE THE DESIGNATION OF THE WINSLOW INDIAN HEALTH CARE CENTER AS A NAVAJO NATION "TRIBAI ORGANIZATION" FOR A PERIOD OF FIETEEN (15) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING IT TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELFDETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVEPNANCE COMPACTS PURSUANI TO THE INDIAN SELF-DETERMINATION ACT (P.I. 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. § \(400(\mathrm{~A})\).
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) (I)
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 SelfDetermination 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

Page 1 of 3

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'iyáti' 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*{SECTION TWO. FINDINGS}
A. The Winslow Indian Health Care Center 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 SelfDetermination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian SelfDetermination Act (P.L. 93-638, as amended). See Exhibit A.
B. The Winslow Indian Health Care Center serves the Navajo Nation Chapters of Dilkon, Tolani Lake, Teesto, Leupp, Tsidi To' ii, Jeddito, Indian Wells and White Cone.
C. The Winslow Indian Health Care Center 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'iyáti' Committee that the Winslow Indian Health Care Center be given the revocable designation of "tribal organization" for a period of fifteen (15) years, beginning October 1, 2020 and ending September 30, 2035, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian SelfDetermination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian SelfDetermination Act (P.L. 93-638, as amended), subject to the Terms and Conditions as found attached at Exhibit B.

\section*{SECTION THREE. APPROVA工}
A. The Health, Education and Human Services Committee of the Navajo Nation Council hereby approves and recommends to the Naabik'iyáti' Committee that the Winslow Indian Health Care Center be given the revocable designation of "tribal organization" for a period of fifteen (15) years, beginning October 1, 2020 and ending September 30, 2035, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian SelfDetermination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian SelfDetermination 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.

\section*{CERTIFICATION}

I, hereby, certify that the following resolution was duly considered by the Health, Education and Human Services Committee of the 23 rd Navajo Nation Council at a duly called meeting at Window Rock, (Navajo Nation) Arizona, at which quorum was present and that same was passed by a vote of 2 in favor, 1 opposed, on this \(17^{\text {th }}\) day of December 2018.
Jonathan Hale, Chairperson
Health, Education and Human Services Committee
Of the 23 ra Navajo Nation Council

Motion: Honorable Nelson S. BeGaye
Second: Honorable Olin Kieyoomia

\title{
NAVAJO NATION CONDITIONS FOR DESIGNATION AS
}

TRIBAL ORGANIZATION FOR HEALTH CARE PURSUANT TO

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

\title{
Navajo Nation Conditions for \\ Designation as Tribal Organization for Health Care Pursuant to the Indian SelfDetermination 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, SelfGovernance.
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 SelfGovernance 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 Cormmittee 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.

\section*{NAVAJO NATION}

Naa'bik'iyati Committee \(\quad 10: 53: 07 \mathrm{PM}\)
Amd\# to Amd\# Legislation 0431-18: Accepting PASSED

MOT Filfred
SEC BeGaye, N
the Recommendation of the HEHSC
and Granting the Designation of "Tribal Organization" to the...

Yea: 9
Begay, K
BeGaye, N
Bennett

Nay: 0

Excused: 0

Not Voting : 15

Begay, NM

Bates

Brown
Chee


Crotty
Damon
Daniels
Hale

Yea: \(9 \quad\) Nay : 0 \(\quad\) Excused : 0 Not Voting : 15

Kieyoomia
Smith

Tso
Yellowhair

Filfred
Jack

Nay

Perry
Pete
Phelps
Shepherd

Slim
Tsosie
Yazzie```


[^0]:    Motion: GloJean Todacheene
    Second: Amos Johnson

[^1]:    CC: Sally Pete, Chief Executive Officer Board of Directors (7) File

[^2]:    - A patient accessible Wifi System
    - Pharmacy Q-Flow Patient tracking system
    - Pick-Point medication tracking system
    - Dentrix system for the Dental Department.
    - USACISWTAG 17 remote site Wifi access development.
    - iMedconsent electronic signature pads
    - iSite x -ray system
    - Vocera Nursing communication badges
    - Electronic Healih Record (EHR) upgrade to patch $11 \& 12$

