

LEGISLATIVE SUMMARY SHEET

Tracking No. 0315-19

DATE: October 9, 2018

TITLE OF RESOLUTION: AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND NAABIK'ÍYÁTI; APPROVING AGREEMENT BETWEEN THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE NAVAJO NATION UNDER PUBLIC LAW 93-638, INDIAN SELF-DETERMINATION ACT CONCERNING THE NAVAJO TREATMENT CENTER FOR CHILDREN AND THEIR FAMILIES, NAVAJO NATION DIVISION OF SOCIAL SERVICES, FOR THE PERIOD OF JANUARY 01, 2020 TO DECEMBER 31, 2024

PURPOSE: This bill will approve an agreement between the U.S. Department of Health and Human Services and the Navajo Nation under Public Law 93-638, Indian Self-Determination Act concerning the Navajo Treatment Center for Children and Their Families, Navajo Nation Division of Social Services, concerning the period of January 01, 2020 to December 31, 2024.

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

5-DAY BILL HOLD PERIOD: 5:28pm 10-14-19
Website Posting Time/Date: 10-19-19
Posting End Date: 10-20-19
Eligible for Action: 10-20-19

Health Education & Human Services Committee
Thence
Naabik'iyáti' Committee

PROPOSED STANDING COMMITTEE RESOLUTION
24th NAVAJO NATION COUNCIL – First Year, 2019

INTRODUCED BY


(Prime Sponsor)

TRACKING NO. 0315-19

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND
NAABIK'ÍYÁTI'; APPROVING AGREEMENT BETWEEN THE U.S. DEPARTMENT OF
HEALTH AND HUMAN SERVICES AND THE NAVAJO NATION UNDER PUBLIC
LAW 93-638, INDIAN SELF-DETERMINATION ACT CONCERNING THE NAVAJO
TREATMENT CENTER FOR CHILDREN AND THEIR FAMILIES, NAVAJO NATION
DIVISION OF SOCIAL SERVICES, FOR THE PERIOD OF JANUARY 01, 2020 TO
DECEMBER 31, 2024

BE IT ENACTED:

SECTION ONE. AUTHORITY

A. Pursuant to 2 N.N.C. § 401(B)(6)(b), the Health, Education and Human Services Committee of the Navajo Nation Council is empowered to review and recommend resolutions approving "Navajo Nation agreements and contracts negotiated with federal, state, regional, and tribal governments, private and Navajo Nation health and social service authorities, including environmental health, veterans services or education services subject to applicable laws of the Navajo Nation"

B. Pursuant to 2 N.N.C. § 701(A)(12), the Naabik'iyáti' Committee of the Navajo Nation Council is empowered "to authorize, review, approve and accept any and all contracts,

1 grants and associated budgets with the United States, its departments and agencies for the
2 implementation of the Indian Self-Determination and Education Assistance Act, as
3 amended upon the recommendation of the standing committee which has oversight of the
4 division, department or program applying for the contract and/or grant."

5 6 **SECTION TWO. FINDINGS**

7 A. The Indian Self-Determination and Education Assistance Act of 1975 (Public Law 93-
8 638) authorizes government agencies, such as the U.S. Department of Health and Human
9 Services, to enter into contracts with, and make grants directly to, federally
10 recognized Indian tribes. The areas of agreements include health programs of the federal
11 government.

12 B. The Navajo Treatment Center for Children and Their Families (NTCCF) is a program
13 within the Navajo Nation Division of Social Services. Among other responsibilities, the
14 program provides outpatient counseling and aftercare services to individuals, couples,
15 groups, and families. Counseling sessions are offered either at school, at home or at
16 NTCCF clinics. The program also makes available prevention education and provides
17 presentations at schools, communities, chapters, departments and programs.

18 C. Pursuant to the Indian Self-Determination and Education Assistance Act of 1975, the
19 Navajo Nation seeks to enter a contract with the U.S. Department of Health and Human
20 Services for purposes of funding and administering services and activities in regards to
21 the Navajo Treatment Center for Children and Their Families. See Exhibit A (Agreement
22 between Department of Health and Human Services and Navajo Nation, the Annual
23 Funding Agreement, Scope of Work, and related budget documents).

24 25 **SECTION THREE. APPROVING P.L. 93-638 AGREEMENT**

26 Pursuant to the laws of the Navajo Nation and the Indian Self-Determination and
27 Education Assistance Act of 1975 (Public Law 93-638), the Navajo Nation hereby
28 approves the attached agreement, marked as Exhibit A, between the U.S. Department of Health
29 and Human Services and the Navajo Nation concerning the Navajo Treatment Center for
30 Children and Their Families, Navajo Nation Division Of Social Services, for the period January
01, 2020 to December 31, 2024.

**AGREEMENT BETWEEN THE SECRETARY
OF THE DEPARTMENT OF THE HEALTH AND HUMAN SERVICES
AND THE NAVAJO NATION**



A. Authority and Purpose

1. Authority

This agreement, denoted a Self-Determination Contract (referred to in this agreement as the "Contract"), is entered into by the Secretary of the Interior or the Secretary of Health and Human Services (referred to in this agreement as the "Secretary"), for and on behalf of the United States pursuant to Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, et. seq.) and by the authority of the Navajo Nation (referred to in this agreement as the "Contractor"). The provisions of Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, et. seq.) are incorporated in this agreement.

2. Purpose

Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, et. seq.) and each provision of this Contract shall be liberally construed for the benefit of the Contractor to transfer the funding and the following related functions, services, activities and programs (or portions thereof), that are otherwise contractible under section 102 (a) of such Act, including all related administrative functions, from the Federal Government to the Contractor: Navajo Treatment Center for Children and Their Families.

B. Terms, Provisions and Conditions

1. Term

Pursuant to Section (c)(I) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 j (c)(1)), the term of this contract shall be five (05) years. Pursuant to Section 105 (d)(1) of such Act (25 U.S.C. 450, j (d)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection F2.

2. Effective Date

This Contract shall become effective upon the date of approval and execution by the Contractor and the Secretary, unless the Contractor and the Secretary agree on an effective date other than the date specified in this paragraph. Term will be January 01, 2020 to December 31, 2024.

3. Program Standards

The Contractor agrees to administer the program services, functions and activities (or portions thereof) listed in subsection A2 of the Contract in conformity with the following standards: Navajo Treatment Center for Children and Their Families policies.

4. Funding amount

Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the annual funding agreement incorporated by reference in subsection F2. Such amount shall not be less than the

applicable amount determined pursuant to Section 106 (a) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, j – 1 (a)).

5. Limitation of Costs

The Contractor shall not be obligated to continue performance that requires an expenditure of funds in excess of the amount of funds awarded under this Contract. If, at any time, the Contractor has reason to believe that the total amount required for performance of this Contract or a specific activity conducted under this Contract would be greater than the amount of funds awarded under this contract, the Contractor shall provide reasonable notice to the appropriate Secretary. If the appropriate Secretary does not take such action as may be necessary to increase the amount of funds awarded under this Contract, the Contractor may suspend performance of the Contract until such time as additional funds are awarded.

6. Payment

A. In general – Payments to the Contractor under this Contract shall:

- (i) Be made as expeditiously as practicable; and
- (ii) Include financial arrangements to cover funding during periods covered by joint resolutions adopted by Congress making continuing appropriations, to the extent permitted by such resolutions.

B. Quarterly, semi-annual, lump sum, and other methods of payment:

- (i) In General – Pursuant to Section 108 (b) of the Indian Self-Determination and Education Assistance Act, and notwithstanding any other provision of law, for each fiscal year covered by this

contract, the Secretary shall make available to the Contractor the funds specified for the fiscal year under the annual funding agreement incorporated by reference pursuant to subsection F2 by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided in the annual funding agreement for that fiscal year, in a lump sum payment or as semi-annual payments, or any other method of payment authorized by law, in accordance with such method as may be requested by the Contractor and specified in the annual funding agreement; and

- (ii) Method of Quarterly Payment – If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to subsection F2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of the fiscal year, except that in any case in which the Contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions and activities subject to this Contract; and
- (iii) Applicability – Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under this Contract and the annual funding agreement referred to in clause (i).

7. Records and Monitoring

- A. In general – Except for previously provided copies of tribal records that the Secretary demonstrates are clearly required to be maintained as part of the recordkeeping system of the Department of the Interior or the Department of Health and Human Services (or both), records of the Contractor shall not be considered Federal records for purposes of Chapter 5 of Title 5, United States Code.
- B. Recordkeeping System – The Contractor shall maintain a recordkeeping system and, upon reasonable advance request, provide reasonable access to such records to the Secretary.
- C. Responsibilities of Contractor – The Contractor shall be responsible for managing the day-to-day operations conducted under this Contract and for monitoring activities conducted under this Contract to ensure compliance with the contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring visit shall be limited to not more than one performance monitoring visit for this contract by the head of each operating division, departmental bureau, or departmental agency, or duly authorized representative of such head unless:
 - (i) the contractor agrees to one or more additional visits; or
 - (ii) the appropriate official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of Contract payments, or other serious Contract performance deficiency may exist. No additional visit referred to in clause (ii)

shall be made until such time as reasonable advance notice that includes a description of the nature of the problem that requires the additional visit has been given to the Contractor.

8. Property

- A. In general – As provided in Section 105 (f) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450, j (f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonable divisible real property, facilities, equipment, and personal property that the Secretary has used to provide or administer the programs, services, functions, and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence for the Contractor.
- B. Records – The Contractor shall maintain a record of all property referred to in subparagraph A or other property acquired by the Contractor under Section 105 (f)(2)(A) of such Act for purposes of replacement.
- C. Joint Use Agreements – Upon the request of the Contractor, the Secretary and the Contractor shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.
- D. Acquisition of Property – The Contractor is granted the authority to acquire such excess property as the Contractor may determine to be appropriate in

the judgement of the Contractor to support the programs, services, functions and activities operated pursuant to this Contract.

- E. Confiscated or Excess Property – The Secretary shall assist the Contractor in obtaining such confiscated or excess property as may become available to tribes, tribal organizations, or local governments.
- F. Screener Identification Card – A screener identification card (General Services Administration form numbered 2946) shall be issued to the Contractor no later than the effective date of this Contract. The designated official, upon request, assist the Contractor in securing the use of the card.
- G. Capital Equipment – The Contractor shall determine the capital equipment, leases, rentals, property, or services that Contractor requires to perform the obligations of the Contractor under this subsection, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Contractor.

9. Availability of Funds

Notwithstanding any other provision of law, any funds provided under this contract;

- A. Shall remain available under expended; and
- B. With respect to such funds, no further:
 - (i) approval by the Secretary; or
 - (ii) Justifying documentation from the Contractor, shall be required prior to the expenditure of such funds.

10. Transportation

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

11. Federal program guidelines, manuals, or policy directives

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

12. Disputes

A. Third Party Mediation Defined – For the purposes of this Contract, the term “third party mediation” means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary of the Interior, the Secretary of Health and Human Services, or the Contract, to serve as third party mediator to mediate disputes under this contract.

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

- (i) submit disputes under this Contract to third party mediation;
- (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor;

- (iii) submit the dispute to mediation processes provided for under the laws, policies, or procedures of the Contractor; or
- (iv) use the administrative dispute resolution process authorized in subchapter IV for Chapter 5, Title 5, United States Code.

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

13. Administrative Procedures of Contractor

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

14. Successor Annual Funding Agreement

A. In general – Negotiations for a successor annual funding agreement, provided for in subsection F2, shall begin no later than 120 days prior to the conclusion of the preceding annual funding agreement. Except as provided in Section 105 (c)(2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450, (c)(2)), the funding for each successor annual funding agreement shall only be reduced pursuant to Section 106 (b) of such Act (25 U.S.C. 450, j –1 (b)).

- B. Information – The Secretary shall prepare and supply relevant information, and promptly comply with any request by the Contractor for information that the Contractor reasonably needs to determine the amount of funds that may be available for a successor annual funding agreement, as provided for in subsection F2 of this Contract.

15. Contract Requirements, Approval by Secretary

- A. In general – Except as provided in subparagraph B, for the term of the contract Section 2103 of the Revised Statutes (25 U.S.C. 81) and Section 16 of the Act of June 18, 1934 (48 Stat. 937, Chapter 576; 25 U.S.C. 476) shall not apply to any contract entered into in connection with this Contract.
- B. Requirements – Each Contract entered into by the Contractor with a third party in connection with performing the obligations of the Contract under this Contract shall:
 - (i) be in writing;
 - (ii) identify the interested parties, the authorities of such parties, and purpose of the Contract;
 - (iii) state of work to be performed under the Contract; and
 - (iv) state the process for making any claim, the payments to be made, and the terms of the Contract, which shall be fixed.

C. Obligation of the Contractor

1. Contract Performance

Except as provided in subsection D2, the Contractor shall perform the programs, services, functions, and activities as provided in the annual funding agreement under subsection F2 of this Contract.

2. Amount of Funds

The total amount of funds to be paid under this Contract pursuant to Section 106 (a) shall be determined in an annual funding agreement entered into between the Secretary and the Contractor, which shall be incorporated into this Contract.

3. Contracted Programs

Subject to availability of appropriated funds, the Contractor shall administer the programs, services, functions, and activities identified in the Contract and funded through the annual funding agreements under subsection F2.

4. Trust Services for Individual Indians

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

B. Trust Services to Individual Indians – For the purposes of this paragraph only, the term “trust services for individual Indians” means only those services that pertain to land or financial management connected to individually held allotments.

5. Fair and Uniform Services

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

D. Obligation of the United States

1. Trust Responsibility

- A. In general – The United States reaffirms the trust responsibility of the United States to the Navajo Nation to protect and conserve the trust resources of the Navajo Nation and the trust resources of individual Indians.
- B. Construction of Contract – Nothing in this Contract may be construed to terminate, waive, modify or reduce the trust responsibility of the United States to the tribe(s) or individuals Indians. The Secretary shall act in good faith in upholding such trust responsibility.

2. Good Faith

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

3. Programs Retained

As specified in the annual funding agreement, the United States hereby retains the programs, services, functions, and activities with respect to the Navajo Nation that

are not specifically assumed by the Contractor in the annual funding agreement under subsection F2.

E. Other Provisions

1. Designated Officials

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

2. Contract Modifications of Amendment

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

B. Exception – The addition of supplement funds for programs, services, functions, and activities (or portions thereof) already included in the annual funding agreement under subsection F2, and the reduction of funds pursuant to Section 106 (b)(2), shall not be subject to subparagraph A.

3. Officials Not to Benefit

No Member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Contract, or to any benefit that may arise from such contract. This paragraph may not be construed to apply to any

contract with a third party entered into under this Contract if such contract is made with corporation for the general benefit of the corporation.

4. Covenant Against Contingent Fees

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

F. Attachments

1. Approval of Contract

Unless previously furnished to the Secretary, the resolution of the Naabik'iyati' Committee of the Navajo Nation Council authorizing the contracting of the programs, services, functions, and activities identified in the Contract is attached to this Contract as attachment 1.

2. Annual Funding Agreement

A. In general – The annual funding agreement under this Contract shall only contain:

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

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

- B. Incorporation by Reference – The annual funding agreement is hereby incorporated in its entirety in this Contract and attached to this Contract as attachment 2.

Jonathan Nez, President
THE NAVAJO NATION

Date

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF HEALTH OF HUMAN SERVICES
INDIAN HEALTH SERVICE

Captain Brian K. Johnson, Acting Area Director
Navajo Area Indian Health Service

Date

Attachment A: Scope of Work FY 2020
Attachment B: Annual Funding Agreement Calendar Year 2020

**ANNUAL FUNDING AGREEMENT
BETWEEN
THE NAVAJO NATION
DIVISION OF SOCIAL SERVICES
NAVAJO TREATMENT CENTER FOR CHILDREN AND THEIR FAMILIES
AND
THE UNITED STATES OF AMERICA
SECRETARY OF
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

CALENDAR YEAR 2020

This Annual Funding Agreement ("AFA") is entered into between the Navajo Nation and the United States Department of Health and Human Service, acting through the Indian Health Service ("IHS") pursuant to Title I of the Indian Self-Determination and Education Assistance Act, as amended, ("ISDA"), and is incorporated into and governed by the ISDA contract between the Navajo Nation and the Secretary (Contract No. _____) (the "Contract"). Pursuant to the terms of this AFA, the Navajo Nation is authorized to plan, conduct, operate, and administer the programs, functions, services and activities ("PFSAs") identified in Attachment A to the AFA. All terms of this AFA shall be governed by the ISDA, its implementing regulations and, to the extent expressly agreed to by the parties hereto, applicable IHS policies. To the extent that any term in this Agreement may be construed as being inconsistent with the ISDA or as exceeding the authority granted by the ISDA, the provisions of the ISDA shall govern. To the extent the PFSAs descriptions in the AFA conflict with the new descriptions of definitions provided in the Indian Health Care Improvement Act (IHCIA), 25 USC § 1601, *et seq.*, as amended, the IHCIA shall prevail unless they conflict with the ISDA. The attachments listed and denoted as Attachments A-D appearing at the end of this AFA are incorporated by reference as part of this AFA as if fully set forth herein.

1. SCOPE OF WORK

The Navajo Nation shall administer the programs identified in the Scope of Work, attached hereto and incorporated by reference as Attachment A, during the term of this AFA in accordance with the provisions of the Contract and this AFA, and any attachments hereto. The Navajo Nation is committed to and shall continue to provide quality health services that meet applicable standards as otherwise provided by law.

2. PROGRAM FUNDING

A. Amount of Funds. Consistent with the program plan and budget previously submitted to the IHS are office. IHS shall provide the direct program funding in the amount as set forth in Attachment B of this AFA, exclusive of any Headquarters Tribal Shares in the amount as set forth in Attachment C, direct contract support, startup costs and indirect costs, in one lump sum payment to the Navajo Nation in accordance with Article B, Section 6 of the Contract. Full payment shall be made by wire transfer within the first 10 working days of the calendar year, or within twenty (20) days of receipt of advice of allowances from IHS headquarters of the fiscal year 2020 IHS Appropriation, whichever is later. Notwithstanding the foregoing, the parties agree that in the

event the IHS is operating under a continuing resolution for any portion of CY 2020, then the Agency shall only be obligated to pay the Navajo Nation that portion of its AFA funding that is made available to IHS through the appropriations it receives pursuant to any such continuing resolution(s). The IHS shall pay the Navajo Nation other amounts due including any program formula amounts, mandatories (i.e., annual scheduled or inflationary increases in appropriations), and other add-ons and funding increases as provided in paragraph B of this section. Accounting and budget data are attached hereto and incorporated by reference as Attachment B.

B. Adjustments and Increases. The funding amounts referenced in this AFA and its attachments are subject to change based upon IHS FY 2020 appropriations. Within twenty (20) calendar days of receipt of advice to the Area of adjustments to the FY 2020 base, the Navajo Nation shall be eligible for funding for new services, service increases, inflation increases, and general increases on the same basis as NAIHS, services units, operating units, or all other tribes and tribal organizations. Amendments reflecting payment of these funds shall be provided to the Navajo Nation after any such funds are added to the AFA.

3. TRIBAL SHARES

In addition to the amounts referred to in Section 2 of this AFA, IHS shall provide Headquarters Tribal shares in the amount as set forth in Attachment C to this AFA.

4. DIRECT AND INDIRECT CONTRACT SUPPORT COSTS

A. In accordance with 25 U.S.C. § 5325, contract support costs (CSC) are the reasonable costs for activities which the Navajo Nation must carry out to ensure compliance with the terms of the contract and prudent management and which do not duplicate funding provided under 25 U.S.C. § 5325 (a)(1). As of the date of execution of this agreement, and based upon the best available data, the Navajo Nation's CSC requirement under the foregoing statutory provisions for the fiscal year covered by the agreement has been estimated to be \$155,610 including \$50,154 for direct CSC and \$105,456 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary to reflect the full CSC required under 25 U.S.C. § 5325, and, to the extent not inconsistent with the Indian Self-Determination Act, as specified in IHS Manual Part 6, Chapter 3.

B. From the amount Congress appropriates for CSC for FY 2020, and, to the extent not inconsistent with applicable law, employing the allocation procedures specified in IHS Manual Part 6, Chapter 3 and treating the Navajo Nation on the same basis as all other tribes and tribal organizations, IHS will pay \$155,610 to the Navajo Nation for the fiscal year covered by this agreement, including \$50,154 for direct CSC and \$105,456 for indirect-like CSC, provided that such payment shall be subject to adjustment based on 25 U.S.C. § 5325 (b) and the actual amount Congress appropriates for CSC, and that adjustments to the payment will be reflected in future amendments to this agreement. In no event shall the preceding payment exceed 100 percent of the Navajo Nation's recalculated CSC requirement (see Attachment D).

C. Pursuant to 25 U.S.C. § 5331 (a), (d), the Navajo Nation retains the right to file a damages claim under the ISDEAA, this agreement and the Contract Disputes Act, 41 U.S.C. § 7101 *et seq.*,

to the extent there is a difference between the CSC requirement recalculated under subparagraph A, and the amount actually paid under subparagraph B, and to take such other action as may be authorized under 25 U.S.C. § 5331 (a). Nothing in this agreement shall be construed as a waiver of the Navajo Nation's rights under 25 U.S.C. § 5325.

5. CONGRESSIONAL APPROPRIATIONS

A. All funding under this AFA is subject to the availability of Congressional appropriations. Funding under this AFA may be reduced only according to the provisions of section 106 (b) of the ISDA.

B. In the event that funding of this AFA is reduced because of Congressional action. The Navajo Nation retains the option to renegotiate the Scope of Work with IHS contained in Attachment A of this AFA, consistent with ISDA section 106.

C. Nothing in this AFA shall be deemed to be a waiver of any right the Navajo Nation may have under the ISDA to receive 100% of its funding, contract support or otherwise, as determined under ISDA Section 106.

6. JOINT USE AGREEMENTS

Pursuant to Article B, section 8.c of the Contract, the IHS and The Navajo Nation shall enter into Joint Use Agreement (JUA), Revocable Licenses, and/or Memorandum of Understanding (MOU) to address the shared use by the parties of certain office space and living quarters at NAIHS facilities where the Navajo Nation operates programs identified in Attachment A to this AFA. IHS shall make such space available to the Navajo Nation, including but not limited to janitorial services, internet/intranet and telephone/fax, on terms set forth in the JUAs, Revocable Licenses, and MOUs.

7. ACCOUNTING SYSTEM

The Navajo Nation shall maintain a fiscal accounting system, which provides accurate, current and complete information with respect to this AFA, consistent with the requirements set forth at 25 C.F.R sections 900.42 and 900.46.

8. PERSONNEL

Unless otherwise stated elsewhere in this AFA or through approved and executed Intergovernmental Personnel Act Agreements or Memorandum of Agreements, all personnel employed by the Nation to carry out the Contract, AFA, Scope of Work and any other attachments hereto shall meet the qualifications set forth by the Navajo Nation under this AFA and will adhere to applicable Navajo Nation personnel policies and procedures.

9. **NAVAJO PREFERENCE**

Consistent with ISDA section 7 (c), the Navajo Business Preference Law (5 N.N.C. Section 601, *et seq.*) shall apply to the administration of the Contract and this AFA.

10. **NOTICES**

The following individuals are designated by the respective parties to receive notices and other information with respect to this AFA.

A. **For the Navajo Nation**

Contracting Officer
Contract and Grants Section
Office of Management and Budget
THE NAVAJO NATION
P.O. Box 646
Window Rock, AZ 86515

B. **For the Indian Health Services**

Director, Office of Indian Self-Determination
Navajo Area Indian Health Service
P.O. 9020
Window Rock, AZ 86515

11. **APPLICABLE LAW**

In the performance of the Contract and this AFA, the Navajo Nation agrees to comply with all applicable federal and Navajo Nation regulations and executive orders. To the extent necessary, the parties shall renegotiate and modify the language of this AFA to conform with any applicable federal and Navajo Nation laws which are enacted after the effective date of this agreement. IHS agrees to use its best efforts to promptly notify the Navajo Nation of all federal laws, regulations and executive orders that are enacted after the effective date of this AFA and which may affect the terms of this AFA in any way.

12. **FEDERAL TORT CLAIMS ACT**

A. For purposes of Federal Tort Claims Act coverage, the Navajo Nation and its employees (including individuals performing personal services contracts with the Navajo Nation to provide health care services) are deemed to be employees of the Federal government while performing work under contract. This status is not changed by the source of the funds used by the Navajo Nation to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Navajo Nation.

B. Under the contract, the Navajo Nation's employees may be required as a condition of employment to provide health services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided in either the Navajo Nation or Non-Navajo Nation facilities. Employees status for Federal Tort Claims Act purposes is not affected so long as the services are provided to non-Indians under the authority of the Indian Health Care Improvement Act, 25 U.S.C. section 1680c, or the employee is providing incidental care to non-Indians when required to do so as a condition to maintaining hospital privileges that are needed in order to provide inpatient care to eligible Indian beneficiaries.

13. REPORTS

A. Program Performance and Financial Reports. Within 120 days following the close of this AFA, the Navajo Nation shall submit to NAIHS an annual program and financial report that shall provide a narrative summary of program activities for PFSA's contracted hereunder, including any ongoing issues related to those program activities.

B. Background Checks. The Navajo Nation shall provide NAIHS a written certification that all background checks have been completed on personnel covered by the requirements of the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. section 3207.

C. Single Audit. Pursuant to the Single Audit Act, as amended, 31 U.S.C. sections 7501-7507, ISDA section 5 and OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230), as applicable to the Navajo Nation, the Navajo Nation shall provide to the I.H.S. Headquarters, Navajo Area I.H.S., the Federal Audit Clearinghouse, and the National External Audit Review copies of its annual Single Agency Audit Report and Management Letters Issued by its auditors if required by applicable law.

14. SEVERABLE PROVISIONS

The provisions of this AFA are severable. If any provisions of this AFA is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remainder of the AFA.

15. SOVEREIGN IMMUNITY

Nothing in this AFA shall be construed as waiving the sovereign immunity of the Navajo Nation. The parties agree that nothing in this AFA shall waive any rights of the parties under applicable federal law.

16. EFFECTIVE DATES

This AFA shall be effective as of January 01, 2020 and remain in effect through December 31, 2020. However, this does not alter the obligation of the Navajo Nation to provide IHS with a proposed AFA and revised budget for the following calendar year, or a notice of intent not to renew at least 90 days before the end of the Contract term.

The NAVAJO NATION

Jonathan Nez, President
The Navajo Nation

Date

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

Captain Brian K. Johnson, Acting Area Director
Navajo Area Indian Health Services

Date

ATTACHMENT(S):

- A – Scope of Work
- B – 106(a)(1) Amount
- C – Headquarter Share
- D – Contract Support Costs
- E – Service Delivery Map

SCOPE OF WORK

The Navajo Treatment Center for Children and Their Families (NTCCTF) will provide outpatient mental health services with emphasis on: trauma-focused therapeutic and clinically based treatment services for children and families of the Navajo Nation. NTCCTF will support children and families with quality, professional counseling inclusive of aftercare services. The NTCCTF is committed to strengthening and empowering children and families through the traditional principles and values of K'í.

CLINICAL SERVICES

NTCCTF will provide outpatient mental health services to assist children and families of the Navajo Nation who have experienced abuse (physical, mental, sexual and emotional) and trauma. The Navajo Nation shall utilize Tribal shares to administer the "The Navajo Treatment Center for Children and Their Families" program within the Division of Social Services by providing trauma informed care through outpatient therapeutic services to children and their families. Clinical supervision will be provided by a licensed clinician and/or a Family Therapist in the process of obtaining licensure with supervision provided by an independently licensed professional. NTCCTF will provide counseling in an outpatient setting for children and families considered high risk in the child welfare system and children who are victims of trauma. NTCCTF has six (6) clinics that provide therapeutic services to the Navajo Nation located in Chinle, AZ, Crownpoint, NM, Fort Defiance, AZ, Shiprock, NM, and Tuba City, AZ. NTCCTF Program will provide the following services:

- Individual counseling
- Family counseling
- Group counseling/classes
- Aftercare
- Forensic Interviewing

NTCCTF will strive to continually improve the quality of care to children and families of the Navajo Nation. The program will monitor and evaluate services to ensure compliance with clinical standards of care.

CASE MANAGEMENT

NTCCTF will provide case management to coordinate the care and services for children and families in the outpatient mental health systems.

TRADITIONAL SERVICES

NTCCTF staff will provide psychotherapy as the primary method of intervention for children and families who have experienced trauma. In order to supplement the western approach of healing, psychotherapy will be complemented with traditional services to achieve an effective healing process for families. NTCCTF will also provide cultural teachings and principles to children and families to promote basic Diné philosophies of life: respect, relationships, reverence and responsibility. Pursuant to 25 U.S.C. § 1680u, the United States is not liable for any provision of

traditional health care practices pursuant to the IHICA that results in damage, injury, or death to a client.

PREVENTION SERVICES

NTCCTF will provide presentations to children, families, communities, and local resources in the distribution of prevention information, educational and promotional material.

FORENSIC INTERVIEWING

NTCCTF will provide forensic interviews for children or individual(s) whom have been a victim of abuse or witnesses of a crime. Reports will be completed with an interview and written report for Law Enforcement or other agencies.

ADMINISTRATION SERVICES

NTCCTF will promote and improve the level and quality of staff competency through appropriate training, licensure and certification.

NTCCTF fiscal management plan will be inclusive of funding allocation, payroll, purchasing, property, contract compliance and auditing.

NTCCTF will maintain a financial management system to comply with all established accounting standards, principles and practices.

NTCCTF will partner with all community resources to increase and support services for children and families.

Special projects will enhance and complement the overall quality of services to Navajo children and families.

FY 2020

THE NAVAJO NATION PROGRAM BUDGET SUMMARY

 Page 1 of 6
BUDGET FORM 1

 Received
JUL - 5 2019
Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART I. Business Unit No.:		Navajo Treatment Center for Children & Their Families - IHS BASE FY 2020		Division/Branch: Social Services	
Prepared By: Marcella Begay, AMS		Phone No.: 928-871-7679		Email Address: mbegay1@navajo-nsn.gov	
PART II. FUNDING SOURCE(S)		Fiscal Year /Term	Amount	% of Total	
NTCCF - IHS BASE		FY 2020	1,277,259.00	100%	
PART III. BUDGET SUMMARY		Fund Type Code	Original Budget	Proposed Budget	Difference (Column B - A)
2001 Personnel Expenses				1,224,323	1,224,323
3000 Travel Expenses				41,610	41,610
3500 Meeting Expenses					0
4000 Supplies					0
5000 Lease and Rental					0
5500 Communications and Utilities					0
6000 Repairs and Maintenance					0
6500 Contractual Services					0
7000 Special Transactions				11,326	11,326
8000 Public Assistance					0
9000 Capital Outlay					0
9500 Matching Funds					0
9500 Indirect Cost					0
TOTAL			\$0.00	1,277,259.00	1,277,259
PART IV. POSITIONS AND VEHICLES		(D)	(E)		
Total # of Positions Budgeted:			19		
Total # of Vehicles Budgeted:			0		
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.					
SUBMITTED BY: Program Manager's Printed Name		SUBMITTED BY: Division Director/Branch Chief's Printed Name			
SUBMITTED BY: Program Manager's Signature and Date		SUBMITTED BY: Division Director/Branch Chief's Signature and Date			

Antoinette Miller, Program Manager

Deannah Neswood-Gishey, Executive Director

SUBMITTED BY: Program Manager's Printed Name

APPROVED BY: Division Director/Branch Chief's Printed Name

7/11/19

7/2/19

SUBMITTED BY: Program Manager's Signature and Date

APPROVED BY: Division Director/Branch Chief's Signature and Date

Received

JUL - 5 2019

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

FY 2020

PART I. PROGRAM INFORMATION:										
Business Unit No.:	Program Name/Title:		Navajo Treatment Center for Children & Their Families - IHS BASE FY 2020							
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:										
PART III. PROGRAM PERFORMANCE CRITERIA:			1st QTR		2nd QTR		3rd QTR		4th QTR	
			Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
1. Goal Statement:										
Number of patient/family members receiving treatment services per quarter.										
Program Performance Measure:										
Provide treatment services to 105 patient/family per quarter.			105		105		105		105	
2. Goal Statement:										
Number of patient/family members pre-intake/intakes per quarter.										
Program Performance Measure:										
Conduct 65 patient/family pre-intake/intakes per quarter.			65		65		65		65	
3. Goal Statement:										
Number of treatment hours per quarter.										
Program Performance Measure:										
Provide 264 treatment hours per quarter.			264		264		264		264	
4. Goal Statement:										
Number of patient consultations/case management hours per quarter.										
Program Performance Measure:										
Conduct 880 case consultation/case management hours per quarter.			880		880		880		880	
5. Goal Statement:										
Number of participants/groups receiving Prevention/Psych. Education per quarter.										
Program Performance Measure:										
Provide Prevention/Psych. Education to 140 individuals/groups per quarter.			140		140		140		140	
PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.										
Antoinette Miller, Program Manager			Deannah Neswood-Gishey, Executive Director							
Program Manager's Printed Name			Division Director/Branch Chief's Printed Name							
7/1/19			7/2/19							
Program Manager's Signature and Date			Division Director/Branch Chief's Signature and Date							

Received

JUL - 5 2019

Office of Management & Budget
11th Floor, Window Room, Arizona

SUB ACCT	POS NO	JOB TYPE	POSITION TITLE	EMP ID	WRKSITE CODE	FY 2019 ACTUAL		FY 2020 PROPOSED	
						G/S	SALARY	HOURS	BUDGET
1002	911018	1211	Administrative Service Officer	133158	1	AR64F	23.07	2,080	47,986
1003	201393	3804	Clinical Family Therapist	10441	1	AR68A	32.58	2,080	67,766
1004	241889	3803	Family Therapist	11755	2	AR67A	25.79	2,080	53,643
1005	913424	3803	Family Therapist	360716	3	AR67A	25.79	2,080	53,643
1007	VACANT	3743	Treatment Coordinator	VACANT	2	AR64A	20.02	2,080	41,642
1008	260348	3803	Family Therapist	153213	6	AR67A	25.79	2,080	53,643
1101	201016	3743	Treatment Coordinator	359281	5	AR64A	20.02	2,080	41,642
1102	VACANT	3743	Treatment Coordinator	VACANT	3	AR64A	20.02	2,080	41,642
1103	241211	1366	Office Specialist	256648	1	AR58A	12.19	2,080	25,355
1104	949929	3803	Family Therapist	264525	3	AR67A	25.79	2,080	53,643
1107	247223	3803	Family Therapist	224502	2	AR67A	25.79	2,080	53,643
1108	949927	3803	Family Therapist	12342	5	AR67A	25.79	2,080	53,643
1109	946264	3743	Treatment Coordinator	115311	6	AR64A	20.02	2,080	41,642
1118	948970	3743	Treatment Coordinator	347427	4	AR64A	20.02	2,080	41,642
1123	901815	1235	Program Manager I	13796	1	AR67A	25.79	2,080	53,643
1124	240893	1524	Accounts Maintenance Specialist	320946	1	AR58A	12.19	2,080	25,355
1125	243351	3810	Traditional Practitioner	266430	4	AR62A	17.19	2,080	35,755
1126		3740	Prevention Specialist		1	AR63A	18.36	2,080	38,189
1127		3821	Community Involvement Specialist		1	AR62A	17.19	2,080	35,755

FTE TOTAL

859,872

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JUL - 5 2019

Page 4 of 6
BUDGET FORM 4THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

FY 2020

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART I. PROGRAM INFORMATION:

Program Name/Title: Navajo Treatment Center for Children & Their Families - IHS BASE FY 2020

Business Unit No.:

PART II. DETAILED BUDGET:

(A)		(B)		(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)			Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
2001 PERSONNEL EXPENSES					
	Employee Salary and Fringe Benefits				1,224,323
2110	Regular	2120 Person - Regular FT	Nineteen (19) Regular Full-Time positions per Budget Form 3	859,872	
	Fringe Benefits	2900 Fringe Benefits	\$859,872.00 X 47.88% = \$411,706.72 \$411,706.72 - \$47,255.65 = \$364,451.07 NOTE: The program subtracted 3 staff under this sub-account as they will be covered under another business unit.	364,451	
3000 TRAVEL EXPENSES					
	Meals and Lodging directly related to program business and other miscellaneous expenses.				41,610
3230	Personal Travel			41,610	
		.3240 Per Diem: \$55.00 X 19 Staff X 15 Days = \$15,675.00			
		.3250 Lodging: \$91.00 Per night X 19 Staff X 15 nights = \$25,935.300			
7000 SPECIAL TRANSACTIONS					
	Required insurance premiums.				11,326
7710	Insurance Premiums			11,326	
		.7765 Policy Payment	\$1,224,323.00 X \$0.30/100 = \$3,672.97 TOTAL: \$11,325.83		
		.7767 Worker's Comp Prem.	\$859,872.00 X \$0.89/100 = \$7,652.86		
TOTAL				1,277,259	1,277,259

Received

JUL - 5 2019

Office of Management & Budget
The Navajo Nation Window News

THE NAVAJO NATION

SUMMARY OF CHANGES TO BUDGETED POSITIONS

FY 2020

Navajo Treatment Center for Children & Their Families - IHS BASE FY 2020

Program Name/Title:

Business Unit No.:

PART I. PROGRAM INFORMATION:

PART II. PERSONNEL/POSITION CHANGES:

[illegible]

PART I. PROGRAM INFORMATION:

Funding Period:

Navajo Treatment Center for Children & Their Families - IHS BASE FY 2020

Program Name/Title:

K #:

Contract/Grant No.:

Prepared by:

Marcella Begay, Accounts Maintenance Specialist

PART II. PURPOSE OF FUNDING AND MATCH FUNDS REQUIREMENT

PART III. BUDGET INFORMATION:		
(A)	(B)	(C)
Major Object Code and Description	Current Award Fiscal Year	Anticipated Funding Fiscal Year
		Difference Columns (C) - (B)
2001 Personnel Expenses		1,224,323
3000 Travel Expenses		41,610
3500 Meeting Expenses		
4000 Supplies		
5000 Lease and Rental		
5500 Communication and Utilities		
6000 Repairs and Maintenance		
6500 Contractual Services		
7000 Special Transaction	11,326	
8000 Assistance		11,326.00
9000 Capital Outlay		
9510 Matching - Cash		
9610 Matching - In - Kind		
9710 Indirect Cost (Overhead) Allocation		
TOTALS:	-	1,277,259
		1,277,259.00

PART IV.

MATCH FUNDS - No. of Positions:

19

19.000

MATCH FUNDS - Required GF Cash Match:

-

-

Required GF In-Kind Match:

-

-

Required GF % Match:

-

-

CONCURRED BY:

Contracting Officer's Signature / Date:

PART V. ACKNOWLEDGEMENT:

Submitted by (print):

Antoinette Miller, Program Manager

Signature/Date:

7/16/19

Approved by (print):

Deannah Neswood-Gishey, Executive Dir.

Signature/Date:

7/12/19

FY 2020

THE NAVAJO NATION PROGRAM BUDGET SUMMARY

 Page 1 of 6
BUDGET FORM 1

 Received
JUL - 5 2019
Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART I. Business Unit No.: _____		Navajo Treatment Center for Children & Their Families - IHS HQ SHARES FY20		Division/Branch: _____		Social Services	
Prepared By: <u>Marcella Begay, AMS</u>		Phone No.: <u>928-871-7679</u>		Email Address: <u>mbegay1@navajo-nsn.gov</u>			

PART II. FUNDING SOURCE(S)		Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY		
NTCCF - IHS HQ SHARES		FY 2020	448,228.00	100%	Fund Type Code	Original Budget	Difference (Column B - A)
					2001 Personnel Expenses		0
					3000 Travel Expenses	170,660	170,660
					3500 Meeting Expenses		0
					4000 Supplies	26,827	26,827
					5000 Lease and Rental	38,512	38,512
					5500 Communications and Utilities	72,000	72,000
					6000 Repairs and Maintenance	18,272	18,272
					6500 Contractual Services		0
					7000 Special Transactions	61,302	61,302
					8000 Public Assistance		0
					9000 Capital Outlay		0
					9500 Matching Funds		0
					9500 Indirect Cost	60,655	60,655
			TOTAL			\$0.00	448,228.00

PART IV. POSITIONS AND VEHICLES		(D)		(E)	
Total # of Positions Budgeted:				0	
Total # of Vehicles Budgeted:				9	

PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.

SUBMITTED BY: <u>Antoinette Miller, Program Manager</u> 7/1/19	APPROVED BY: <u>Deannah Neswood-Gishey, Executive Director</u> 7/2/19
SUBMITTED BY: _____ Signature and Date	APPROVED BY: _____ Signature and Date

FY 2020

THE NAVAJO NATION PROGRAM PERFORMANCE CRITERIA

 Page 2 of 6
BUDGET FORM 2

Received

JUL - 5 2019

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona**PART I. PROGRAM INFORMATION:**

Business Unit No.:

Program Name/Title:

Navajo Treatment Center for Children & Their Families - IHS HQ SHARES FY'20

PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:**PART III. PROGRAM PERFORMANCE CRITERIA:****1. Goal Statement:**

Number of patient/family members receiving treatment services per quarter.

Program Performance Measure:

Provide treatment services to 105 patient/family per quarter.

2. Goal Statement:

Number of patient/family members pre-intake/intakes per quarter.

Program Performance Measure:

Conduct 65 patient/family pre-intake/intakes per quarter.

3. Goal Statement:

Number of treatment hours per quarter.

Program Performance Measure:

Provide 264 treatment hours per quarter.

4. Goal Statement:

Number of patient consultations/case management hours per quarter.

Program Performance Measure:

Conduct 880 case consultation/case management hours per quarter.

5. Goal Statement:

Number of participants/groups receiving Prevention/Psych. Education per quarter.

Program Performance Measure:

Provide Prevention/Psych. Education to 140 individuals/groups per quarter.

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

Antoinette Miller, Program Manager

Program Manager's Printed Name

7/11/19

Program Manager's Signature and Date

Deannah Neswood-Gishey, Executive Director

Division Director/Branch Chief's Printed Name

Deannah Neswood-Gishey 7/12/19

Division Director/Branch Chief's Signature and Date

SUB ACCT	POS NO	JOB TYPE	POSITION TITLE	EMP ID	WRKSITE CODE	FY 2019 ACTUAL		FY 2020 PROPOSED	
						G/S	SALARY	HOURS	BUDGET
NOT APPLICABLE									



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JUL - 5 2019

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

FY 2020

PART I. PROGRAM INFORMATION:

Program Name/Title: Navajo Treatment Center for Children & Their Families - IHS HQ SHARES FY20

Business Unit No.:

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART II. DETAILED BUDGET:

(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
	3000 TRAVEL EXPENSES: Meals, lodging, and other expenses incurred while on official business on/off Navajo Nation.		170,660
3140	GSA .3141 Flat Rate \$260.00 X 9 Vehicles X 12 months = \$28,080.00 .3143 Mileage 2,700 miles X 0.238 per mile X 12 months X 9 Vehicles = \$69,400.80	97,481	
3210	VEHICLE RENTAL (OFF RESERV) .3220 Vehicle Rental (Off Reserv) \$500.00 X 2 Staff = \$1,000.00	1,000	
3230	PERSONAL TRAVEL .3240 Per Diem Meals 19 Staff X 200 per month X 12 months = \$45,600.00 .3250 Lodging 19 Staff X 100 per month X 12 months = \$22,800.00 .3260 POV Vehicle Mileage for 19 Staff X 175 miles X \$0.535 = \$1,778.88	70,179	
3310	AIR .3320 Commercial \$1,000.00 X 2 Staff = \$2,000.00	2,000	
	4000 SUPPLIES: Purchase office supplies, folders, envelopes, pens and pencils and purchase operating supplies for daily operations.	26,827	
4120	OFFICE SUPPLIES .4130 General Office Supplies 6 Offices X \$172.60 X 12 months = \$12,427.20	12,427	
4410	OPERATING SUPPLIES .4420 General Operating Supplies 6 Offices X \$200.00 X 12 months = \$14,400.00	14,400	
	5000 LEASE: Lease - Office and Storage Space.		38,512
5110	OFFICE SPACE Navajo Nation Quality Inn: \$1,700 X 12 months = \$20,400.00 Navajo Nation Shopping Center: \$4,003.00 X 4 quarters = \$16,012.00	36,412	
5310	BUILDING/SPACE .5330 Storage Space 1 Unit - \$75 X 12 months = \$900 1 Unit - \$100 X 12 = \$1,200.00	2,100	

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JUL - 5 2019

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

FY 2020

		Office of Management & Budget The Navajo Nation, Window Rock, Arizona	72,000
5500 COMMUNICATIONS & UTILITIES: Basic service, voicemail, and DSL. Cellular services. Electricity, Gas, Propane, Water and Sewage.			
5520	TELEPHONE		21,000
	5530 Telephone	7 Offices X \$250 per month X 12 months = \$21,000.00	
5570	INTERNET		8,400
	5580 DSL	7 Offices X \$100 per month X 12 months = \$8,400.00	
5610	WIRELESS		7,800
	5620 Cellular	\$650.00 per month (7 Cellular Phones) X 12 months = \$7,800.00	
5710	ENERGY		24,000
	5720 Electric, Gas, Propane	4 Offices X \$500.00 X 12 months = \$24,000	
5750	SERVICES		10,800
	5760 Sewage	\$150.00 X 3 Offices X 12 months = \$5,400.00	
	5770 Water	\$150.00 X 3 Offices X 12 months = \$5,400.00	
6000 REPAIRS & MAINTENANCE: Maintenance Agreement with Xerox Corporation and Gallup Business Solutions			
6130	SERVICES		17,000
	.6140 Furn & Equip R&M Supplies	Xerox Corporation Maintenance: \$200.00 x 5 Offices X 12 months = \$12,000.00	
		Gallup Business Solutions Maintenance: \$1,250.00 per quarter x 4 payments = \$5,000	
6200	EXTERNAL CONTRACTS		1,272
	.6250 Waste Disposal	NSI (Fl. Defiance): \$50.00 X 12 months = \$600 X 6% (NN Tax) = \$636.00	
		NSI (Shiprock): \$50.00 X 12 months = \$600 X 6% (NN Tax) = \$636.00	
7000 SPECIAL TRANSACTIONS: Employee training fees, Background Check for NTCCF staff, and Required Insurance.			
7510	TRAINING AND PROFESSIONAL DUES		45,600
	.7520 Training/Registration Fees	19 Staff X \$300.00 X 8 Trainings = \$45,600.00	
7600	EMPLOYMENT RELATED EXPENSES		2,888
	.7650 Background Check	19 Staff X 152.00 each = \$2,888.00	
7710	INSURANCE		12,814
	.7720 Property - Content	NSNCI 75,000/1,000 = \$75 X 0.60 = \$45.00 X 12 = \$540.00	
	.7750 Vehicle - Auto Physical Damage	9 Vehicles X 113.65 X 12 months = \$12,274.20	

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Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

FY 2020

	<p>9500 IDC: Project to Include IDC to budget for grant.</p> <p>9710 IDC</p> <p>9720 Indirect Costs: \$448,228.00/1.1565 = \$387,572.85</p> <p>\$448,228.00 - \$387,572.85 = \$60,655.15</p>	60,655	
	TOTAL	448,228	448,228

FY 2020

THE NAVAJO NATION

Page 6 of 6

EXTERNAL CONTRACT AND GRANT FUNDING INFORMATION BUDGET FORM 6

PART I. PROGRAM INFORMATION:

Funding Period:

Program Name/Title: Navajo Treatment Center for Children & Their Families - IHS HQ SHARES FY'20

K #:

Contract/Grant No.: Prepared by: Marcella Begay, Accounts Maintenance Specialist

PART II. PURPOSE OF FUNDING AND MATCH FUNDS REQUIREMENT

PART III. BUDGET INFORMATION:

(A)		(B)	(C)	(D)
Major Object Code and Description		Current Award Fiscal Year	Anticipated Funding Fiscal Year	Difference Columns (C) - (B)
2001	Personnel Expenses			
3000	Travel Expenses		170,660	170,660.00
3500	Meeting Expenses			
4000	Supplies		26,827	26,827.00
5000	Lease and Rental		38,512	38,512.00
5500	Communication and Utilities		72,000	72,000.00
6000	Repairs and Maintenance		18,272	18,272.00
6500	Contractual Services			
7000	Special Transaction		61,302	61,302.00
8000	Assistance			
9000	Capital Outlay			
9510	Matching - Cash			
9610	Matching - In - Kind			
9710	Indirect Cost (Overhead) Allocation		60,655	60,655.00
TOTALS:		-	448,228	448,228.00

PART IV.

MATCH FUNDS - No. of Positions:

MATCH FUNDS - Required GF Cash Match:

Required GF In-Kind Match:

Required GF % Match:

CONCURRED BY:

Contracting Officer's Signature / Date:

PART V. ACKNOWLEDGEMENT:

Submitted by (print):

Antoinette Miller, Program Manager

Signature/Date:

Approved by (print): Deannah Neswood-Gishey, Executive Dir.

Signature/Date: *Deannah Neswood-Gishey*

7/2/19

Received

JUL - 5 2019

The Navajo Nation, Window Rock, Arizona

THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

FY 2020

Received

JUL - 5 2019

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART I. PROGRAM INFORMATION:

Business Unit No.:

Program Name/Title: Navajo Treatment Center for Children & Their Families - IHS INDIRECT FY'20

PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:

PART III. PROGRAM PERFORMANCE CRITERIA:

1. Goal Statement:

Number of patient/family members receiving treatment services per quarter.

Program Performance Measure:

Provide treatment services to 105 patient/family per quarter.

2. Goal Statement:

Number of patient/family members pre-intake/intakes per quarter.

Program Performance Measure:

Conduct 65 patient/family pre-intake/intakes per quarter.

3. Goal Statement:

Number of treatment hours per quarter.

Program Performance Measure:

Provide 264 treatment hours per quarter.

4. Goal Statement:

Number of patient consultations/case management hours per quarter.

Program Performance Measure:

Conduct 880 case consultation/case management hours per quarter.

5. Goal Statement:

Number of participants/groups receiving Prevention/Psych. Education per quarter.

Program Performance Measure:

Provide Prevention/Psych. Education to 140 individuals/groups per quarter.

1st QTR		2nd QTR		3rd QTR		4th QTR	
Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual

105		105		105		105	
-----	--	-----	--	-----	--	-----	--

65		65		65		65	
----	--	----	--	----	--	----	--

264		264		264		264	
-----	--	-----	--	-----	--	-----	--

880		880		880		880	
-----	--	-----	--	-----	--	-----	--

140		140		140		140	
-----	--	-----	--	-----	--	-----	--

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

Antoinette Miller, Program Manager

Program Manager's Printed Name

Deannah Neswood-Gishey, Executive Director

Division Director/Branch Chief's Printed Name

7/1/19

Program Manager's Signature and Date

Deannah Neswood-Gishey, 7/2/19
Division Director/Branch Chief's Signature and Date

SUB ACCT	POS NO	JOB TYPE	POSITION TITLE	EMP ID	WRKSITE CODE	FY 2019 ACTUAL		FY 2020 PROPOSED	
						G/S	SALARY	HOURS	BUDGET
NOT APPLICABLE									



FY 2020

THE NAVAJO NATION DETAILED BUDGET AND JUSTIFICATION

Page 4 of 6
BUDGET FORM 4

Received

JUL - 5 2019

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART I. PROGRAM INFORMATION:

Program Name/Title: Navajo Treatment Center for Children & Their Families - IHS INDIRECT FY'20 Business Unit No.:

PART II. DETAILED BUDGET:

(A)	(B)	(C)	(D)
Object Code (LOD 5)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
9500 MATCHING & INDIRECT COST			105,456
9710	Indirect Cost (IDC)	105,456	
	TOTAL	105,456	105,456

BUDGET FORM 5

BUDGET FORM 5

Business Unit No.:

[illegible]

PAGE TOTAL:

Received

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BUDGET FORM 6

THE NAVAJO NATION

EXTERNAL CONTRACT AND GRANT FUNDING INFORMATION

FY 2020

PART I. PROGRAM INFORMATION:

Navajo Treatment Center for Children & Their Families - IHS INDIRECT FY'20

Program Name/Title:

Contract/Grant No.:

Funding Period:

K #:

Prepared by:

Marcella Begay, Accounts Maintenance Specialist

Office of Management & Budget
The Navajo Nation, Window Plaza, Arizona

PART II. PURPOSE OF FUNDING AND MATCH FUNDS REQUIREMENT

PART III. BUDGET INFORMATION:

(A)		(B)		(C)		(D)
Major Object Code and Description		Current Award		Anticipated Funding		Difference
		Fiscal Year		Fiscal Year		Columns (C) - (B)
2001	Personnel Expenses					
3000	Travel Expenses					
3500	Meeting Expenses					
4000	Supplies					
5000	Lease and Rental					
5500	Communication and Utilities					
6000	Repairs and Maintenance					
6500	Contractual Services					
7000	Special Transaction					
8000	Assistance					
9000	Capital Outlay					
9510	Matching - Cash					
9610	Matching - In - Kind					
9710	Indirect Cost (Overhead) Allocation			105,456		105,456.00
TOTALS:				105,456		105,456.00

PART IV.

MATCH FUNDS - No. of Positions:

MATCH FUNDS - Required GF Cash Match:

Required GF In-Kind Match:

Required GF % Match:

CONCURRED BY:

Contracting Officer's Signature / Date:

PART V. ACKNOWLEDGEMENT:

Submitted by (print):

Signature/Date:

Approved by (print):

Signature/Date:

Approved by (print): Deannah Neswood-Gishey, Executive Dir.

Signature/Date: Deannah Neswood-Gishey

7/2/19

JUL - 5 2019

College of Management & Budget

Office of Management and Enterprise Services
New Arizona

PART I. Business Unit No.: _____ Navajo Treatment Center for Children & Their Families - IHS DIRECT CSC FY'20						Division/Branch: _____ Social Services	
Prepared By: Marcella Begay, AMS		Phone No.: 928-871-7679		Email Address: mbegay1@navajo-nsn.gov			
PART II. FUNDING SOURCE(S)	Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY	Fund Type Code	(A) NNC Approved Original Budget	(B) Proposed Budget (Column B - A)
NTCCF - IHS DIRECT CSC	FY 2020	50,154.00	100%				
				2001 Personnel Expenses			47,256
				3000 Travel Expenses			1,582
				3500 Meeting Expenses			0
				4000 Supplies			0
				5000 Lease and Rental			0
				5500 Communications and Utilities			0
				6000 Repairs and Maintenance			0
				6500 Contractual Services			0
				7000 Special Transactions			1,316
				8000 Public Assistance			0
				9000 Capital Outlay			0
				9500 Matching Funds			0
				9500 Indirect Cost			0
TOTAL:				TOTAL		\$0.00	50,154.00
				PART IV. POSITIONS AND VEHICLES			
				Total # of Positions Budgeted:		(E) 0	
TOTAL:				Total # of Vehicles Budgeted:		0	
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.							

SUBMITTED BY: Antoinette Miller, Program Manager
7/1/19

SUBMITTED BY: Program Manager's Signature and Date

APPROVED BY: Deannah Neswood-Gishey, Exeuctive Director
Deannah Neswood-Gishey, 7/2/19

APPROVED BY: Division Director/Branch Chief's Printed Name
APPROVED BY: Division Director/Branch Chief's Signature and Date

FY 2020

THE NAVAJO NATION PROGRAM PERFORMANCE CRITERIA

Page 2 of 6

BUDGET FORM 2

Received

JUL - 5 2019

Office of Management & Budget

The Navajo Nation, Window Rock, Arizona

PART I. PROGRAM INFORMATION:

Business Unit No.:

Program Name/Title:

Navajo Treatment Center for Children & Their Families - IHS DIRECT CSC FY'20

PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:**PART III. PROGRAM PERFORMANCE CRITERIA:****1. Goal Statement:**

Number of patient/family members receiving treatment services per quarter.

Program Performance Measure:

Provide treatment services to 105 patient/family per quarter.

2. Goal Statement:

Number of patient/family members pre-intake/intakes per quarter.

Program Performance Measure:

Conduct 65 patient/family pre-intake/intakes per quarter.

3. Goal Statement:

Number of treatment hours per quarter.

Program Performance Measure:

Provide 264 treatment hours per quarter.

4. Goal Statement:

Number of patient consultations/case management hours per quarter.

Program Performance Measure:

Conduct 880 case consultation/case management hours per quarter.

5. Goal Statement:

Number of participants/groups receiving Prevention/Psych. Education per quarter.

Program Performance Measure:

Provide Prevention/Psych. Education to 140 individuals/groups per quarter.

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

Antoinette Miller, Program Manager

Program Manager's Printed Name

Deannah Neswood-Gishey, Executive Director

Division Director/Branch Chief's Printed Name

Program Manager's Signature and Date

7/11/19

Signature of Deannah Neswood-Gishey

7/2/19

SUB ACCT	POS NO	JOB TYPE	POSITION TITLE	EMP ID	WRKSITE CODE	FY 2019 ACTUAL		FY 2020 PROPOSED	
						G/S	SALARY	HOURS	BUDGET
NOT APPLICABLE									



FY 2020

**THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION**

Page 4 of 6
BUDGET FORM 4

Received

JUL - 5 2019

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART I. PROGRAM INFORMATION:			
Program Name/Title: Navajo Treatment Center for Children & Their Families - IHS DIRECT CSC FY'20		Business Unit No.: _____	
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
2900	2001 PERSONNEL EXPENSES Employee Fringe Benefits Fringe Benefits (F.I.C.A/Medicare Taxers 7.65%, Unemployment Taxes 2.30%, Annual Leave 0.70%, Group Insurance 11.90%, Retirement 19.30%, 401K Plan 2.00%) 2 Personnel salaries X \$12.19 X 2080 = \$50,710.00 1 Personnel salary X \$23.07 X 2080 = \$47,986.00 \$50,710.00 + \$47,986.00 = \$98,696.00 \$98,696.00 X 47.88% = 47,255.65	47,256	47,256
3230	3000 TRAVEL EXPENSES Personal Travel 3240 Per Diem: \$52.74 X 3 Staff X 5 days = \$791.10 3250 Lodging: \$87.89 X 3 Staff X 3 nights = \$791.01	1,582	1,582
7710	7000 SPECIAL TRANSACTIONS Required insurance premiums. Insurance Premiums .7765 Policy Payment .7767 Worker's Comp Prem. \$145,951.65 X \$0.30/100 = \$437.86 \$98,696.00 X \$0.89/100 = \$878.40 TOTAL: \$1,316.26	1,316	1,316
TOTAL		50,154	50,154

Received JUL - 5 2019 Page BUDGET

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BUDGET FORM 5

BUDGET FORM 5

Office of Management & Budget
Navajo Nation, Window Rock, AZ

THE NAVAJO NATION SUMMARY OF CHANGES TO BUDGETED POSITIONS

FY 2020

PART I. PROGRAM INFORMATION:

Program Name/Title: Navajo Treatment Center for Children & Their Families - IHS DIRECT CSC FY'20

Business Unit No.:

PART II. PERSONNEL/POSITION CHANGES:

[illegible]

Received

JUL - 5 2019 Page 6 of 6
BUDGET FORM 6

THE NAVAJO NATION
EXTERNAL CONTRACT AND GRANT FUNDING INFORMATION

FY 2020

PART I. PROGRAM INFORMATION:

Program Name/Title: Navajo Treatment Center for Children & Their Families - IHS DIRECT CSC FY20
Contract/Grant No.:
Funding Period: Office of Management & Budget
The Navajo Nation, Window Rock, Arizona
K #: Marcella Begay, Accounts Maintenance Specialist
Prepared by:

PART II. PURPOSE OF FUNDING AND MATCH FUNDS REQUIREMENT

PART III. BUDGET INFORMATION:

(A)		(B)	(C)	(D)
Major Object Code and Description		Current Award Fiscal Year	Anticipated Funding Fiscal Year	Difference Columns (C) - (B)
2001	Personnel Expenses		47,256	47,256.00
3000	Travel Expenses		1,582	1,582.00
3500	Meeting Expenses			
4000	Supplies			
5000	Lease and Rental			
5500	Communication and Utilities			
6000	Repairs and Maintenance			
6500	Contractual Services			
7000	Special Transaction		1,316	1,316.00
8000	Assistance			
9000	Capital Outlay			
9510	Matching - Cash			
9610	Matching - In - Kind			
9710	Indirect Cost (Overhead) Allocation			
TOTALS:		-	50,154	50,154.00

PART IV.

MATCH FUNDS - No. of Positions:

MATCH FUNDS - Required GF Cash Match:

Required GF In-Kind Match:

Required GF % Match:

CONCURRED BY:

Contracting Officer's Signature / Date:

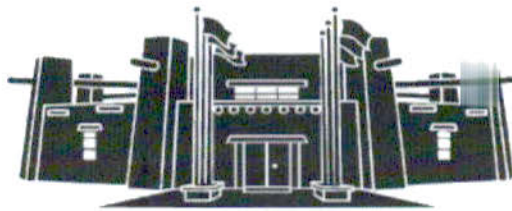
PART V. ACKNOWLEDGEMENT:

Submitted by (print): Appoinette Miller, Program Manager

Signature/Date: 7/1/19


Approved by (print): Deannah Neswood-Gishey, Executive Dir.

Signature/Date: 7/2/19



MEMORANDUM

To : Hon. Edison Wauneka, Council Delegate
Navajo Nation Council

From : 
Ron Haven, Attorney
Office of Legislative Counsel

Date : October 9, 2019

Re : AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND NAABIK'ÍYÁTI'; APPROVING AGREEMENT BETWEEN THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE NAVAJO NATION UNDER PUBLIC LAW 93-638, INDIAN SELF-DETERMINATION ACT CONCERNING THE NAVAJO TREATMENT CENTER FOR CHILDREN AND THEIR FAMILIES, NAVAJO NATION DIVISION OF SOCIAL SERVICES, FOR THE PERIOD OF JANUARY 01, 2020 TO DECEMBER 31, 2024

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. The resolution drafted is legally sufficient, although, as with all legislation, challenges are possible in the courts. You are advised and encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction. If you are satisfied with the proposed resolution, please sign it as "sponsor" and submit it to the Office of Legislative Services where it will be given a tracking number and sent to the Office of the Speaker for assignment. As you may be aware, the Speaker is authorized to refer this proposed resolution to other committees than those stated in the title.

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. Ahéhee'.

OLC # 19-501-1

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: 0315-19

SPONSOR: Edison J. Wauneka

TITLE: An Action Relating to Health, Education and Human Services and Naabik'iyáti';
Approving agreement between the U.S. Department of Health and Human Services and the
Navajo Nation under Public Law 93-638, Indian Self-Determination Act concerning the Navajo
Treatment Center for Children and Their Families, Navajo Nation Division of Social Services,
for the period of January 01, 2020 to December 31, 2024

Date posted: October 14, 2019 at 5:28pm

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

Written comments may be mailed to:

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

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

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