

RESOLUTION OF THE
NAABIK'ÍYÁTI' COMMITTEE OF THE
23RD NAVAJO NATION COUNCIL - Third Year, 2017

AN ACTION

RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES UNDER 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, AS AMENDED) ON BEHALF OF THE NAVAJO NATION FOR A SIX YEAR TERM FOR THE PERIOD BEGINNING JANUARY 1, 2018 THROUGH DECEMBER 31, 2023 FOR EMERGENCY MEDICAL SERVICES; APPROVING AND AUTHORIZING THE ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE CONTRACT TERM

BE IT ENACTED:

Section One. Authority

- A. The Law and Order Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. § 600 (A).
- B. The Law and Order Committee is the oversight committee for the Navajo Nation Division of Public Safety. 2 N.N.C. § 600(C)(1).
- C. The Budget and Finance Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. § 300 (A).
- D. The Budget and Finance Committee is authorized to approve and accept contracts from federal authorities upon the recommendation of the standing committee which has oversight of the program which requested the contract. 2 N.N.C. § 301(B)(15).
- E. The Naabik'íyáti' Committee is authorized to approve contracts between the Navajo Nation and the United States Department of Health and Human Services for the implementation of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §5301 *et seq.* (P. L. 93-638 as amended); 2 N.N.C. §701(A)(12).

Section Two. Findings

- A. The Annual Funding Agreement between the Department of Health and Human Services and the Navajo Nation is a self-determination contract under the Indian Self-Determination and Education Assistance Act and as such is an intergovernmental agreement.

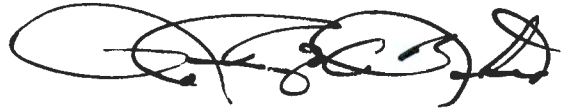
- B. The Navajo Emergency Medical Service ("EMS") is a vital service to the Navajo Nation and provides uninterrupted services to Navajo communities, businesses and visitors. See **Exhibit B**.
- C. The intergovernmental agreement will allow the Navajo Nation Department of Emergency Medical Service to continue the management and operation of emergency medical services within the territorial jurisdiction of the Navajo Nation and contiguous lands. *Id.*
- D. It is in the best interest of the Navajo Nation to enter into a contract with the United States Department of Health and Human Services for the contract term as set forth in the documents attached as **Exhibit A**.

Section Three. Approvals

- A. The Navajo Nation hereby approves and authorizes a contract between the Navajo Nation and the United States Department of Health and Human Services, under 25 U.S.C. § 5301 et seq. (P.L. 93-638, as amended), for a six year period beginning January 1, 2018 and ending December 31, 2023 for Emergency Medical Services as set forth in the documents attached as **Exhibit A**.
- B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement and Scope of Work for the Navajo Nation Emergency Medical Services for the contract term as set forth in the documents attached as **Exhibit A**.
- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute and effectuate the Contract, Annual Funding Agreement, and Scope of Work, provided the terms and conditions in such documents are substantially similar to those approved by this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 23rd Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 13 in Favor and 00 Opposed, on this 04TH day of December, 2017.

A handwritten signature in black ink, appearing to read "LoRenzo C. Bates", with a large, stylized initial "L" and "B".

LoRenzo C. Bates, Chairperson
Naabik'íyáti' Committee

Motion: Honorable Jonathan L. Hale

Second: Honorable Jonathan Perry

Chairperson Bates not voting



**AGREEMENT BETWEEN THE SECRETARY
OF THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES
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 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. 5301 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. 5301 et seq.) are incorporated in this agreement.

2. Purpose

Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 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 Emergency Medical Service

B. TERMS, PROVISIONS AND CONDITIONS

1. Term.

Pursuant to Section 105(c) (1) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (c) (1)), the term of this contract shall be six years. Pursuant to Section 105 (d) (1) of such Act (25 U.S.C. 5324 (d) (1)) 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 F.2.

2. Effective Date

This Contract shall be effective as of January 1, 2018 through December 31, 2023.

3. Program Standards

The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection A.2. of the Contract in conformity with the following standards: (1) Department of Emergency Medical Service ("EMS") General Orders, Rules, and Regulations; (2) the Training Certification Licensure and Condition of Employment Requirements; (3) Hospital/Clinic

Standing Orders; (4) Patient Care Protocol Standards; (5) Navajo Division of Public Safety Policy Manual and/or General Orders; and (6) the Executive Branch Personnel Policy Manual.

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 F.2. 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. 5325 (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 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 F.2. by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided for in the annual funding agreement for that fiscal year in a lump-sum payment or as semiannual payments or any other method of payment authorized by law in accordance with such method as may be requested by the Contractor and specified in the 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 F.2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of fiscal year, except that in any case in which the Contractor year coincides with the Federal fiscal year, payment for this first quarter 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 or departmental agency, or duty authorized Bureau 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.

The Contractor hereby agrees that, pursuant to subsection 7.c (i) above, the Indian Health Service shall be entitled to make a total of one performance monitoring visit during the term of this contract.

8. Property

- a. In general – As provided in Section 105 (f) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (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 be also be prepared by the Secretary with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.

- b. Records – The Contractor shall maintain a record of all property referred to in subparagraph 8.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 - To the extent applicable, a screener identification card (General Services Administration form numbered 2946) shall be issued to the Contractor not later than the effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.
- g. Capital Equipment – The Contractor shall determine the capital equipment, leases, rentals, property, or services, the Contractor requires to perform the obligations of the Contractor under this subsection, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Contractor.

9. Availability of Funds

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

- a. shall remain available until expended; and
- b. with respect to such funds, no further:
 - (i) approval by the Secretary, or
 - (ii) justifying documentation from the Contractor,
 - (iii) 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 performances 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. 5301, et seq.), the Contractor is not required to abide by program guidelines, manuals, or policy of the Secretary, unless otherwise agreed 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 Contractor, to serve as third-party mediator to mediate disputes under this Contract.
- b. **Alternative Procedures** – In addition to, or as in alternative to, remedies and procedures prescribed by Section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5331), the parties to this Contract may jointly:
 - (i) submit disputes under this Contract to third-party mediation, and
 - (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor, and
 - (iii) submit the dispute to mediation processes provided for under this laws, policies, or procedures of the Contractor, or
 - (iv) use the administrative dispute resolution process authorized in the subchapter iv of 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 agreement, provided for in subsection F.2, 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. 5324 (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. 5325 (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 F.2 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. 987 Chapter 576; 25 U.S.C. 476) shall not apply to any contract entered into in connection with this Contract.
- b. Requirements – Each Contract entered into by the Contractor with a third party in connection with performing the obligations of the 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 the work to be performed under the Contract, and
 - (iv) state the process for making any claim, the payments to be made, and the terms of the Contract, which shall be fixed.

C. OBLIGATION OF THE CONTRACTOR

1. Contract Performance

Except as provided in subsection D.2, the Contractor shall perform the programs, services, functions, and activities as provided in the annual funding agreement under subsection F.2 of this Contract.

2. Amount of Funds

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

3. Contracted Programs

Subject to the availability of appropriated funds, the Contractor shall administer the programs, services, functions, and activities identified in this Contract and funded through the annual funding agreements under this subsection F.2.

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 in responsibility of the United States to the tribe(s) or individual Indians. The Secretary shall act in good faith in upholding such trust responsibility.

2. Good Faith

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

3. Programs Retained

As specified in the annual funding agreement, the United States hereby retains the programs, services, functions, and activities with respect to the tribe(s) that are not specifically assumed by the Contractor in the annual funding agreement under subsection F.2.

4. Federally-Operated Service Units

Federally-operated NAIHS Service Units will provide, without charge to Navajo Emergency Medical Service (“NEMS”), the following services, subject to availability:

- a.) Medical and Nursing Staff to meet with NEMS personnel as an Emergency Medical Care Committee on a regular basis to coordinate and evaluate NEMS program activities and the quality of patient care delivered by the NEMS system.
- b.) Filing of ambulance reports in the NAIHS medical record for patients served by NEMS.
- c.) Medical direction to NEMS personnel involved in direct patient care.
- d.) Continuing education to NEMS staff as scheduled by NEMS.

- e.) Evaluation of pre-hospital care provided by NEMS personnel.
- f.) Ambulance parking space at each base station location.
- g.) Single-use/disposable patient care equipment/supplies, such as oxygen, personal protection equipment (PPE), liners, bandages, splints, I.V. fluid, medications and other equipment and supplies required by NEMS for patient care.
- h.) Controlled medications for patient care use consistent with Service Unit Policies and Procedures, NEMS staff qualification and current "New Mexico Scope of Practices for Allowable Drugs and Routes of Administration".
- i.) Service Unit staff to track provision of, expiration dates, disposal and replacement of medicine (including narcotics).
- j.) All hazards response plans developed collaboratively identifying the roles of NAIHS and NEMS staff
- k.) Medical and/or Nursing Staff for inter-facility and patient transfer services support as indicated by a specific patient's condition.
- l.) Occupational Safety and Health Administration (OSHA) required immunizations for NEMS staff.
- m.) Health Insurance Portability and Accountability Act (HIPPA) and Federal Privacy Act training for NEMS personnel.
- n.) Equipment calibration/testing for patient care equipment used by NEMS.
- o.) Direct supervision for procedures provided only within NAIHS facility beyond those covered by Individual EMT/paramedic licenses.
- p.) Make GSA ambulances available for response in the field when the need for response exceeds the capacity of NEMS.
- q.) NAIHS personnel will respond to emergencies defined in each specific Service Unit Policy. e.g. Service Unit Disaster Plan.

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. Contracts Modifications or Amendments

- a. In general – Except as provided in subparagraph 2.b, no modification to this Contract shall take effect unless such modification is made in the form of a written amendment to this Contract, and the Contractor and the Secretary provide written consent for the modification.
- b. Exception – The addition of supplemental funds for programs, functions, and activities (or portions thereof) already included in the annual funding agreement under subsection F.2, and the reduction of funds pursuant to Section 106 (b) (2), shall not be subject to subparagraph 2.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, to any benefit that may arise from such contract.

This paragraph may not be construed to apply to any contract with a third party entered into under this Contract if such contract is made with a corporation for the general benefit of the corporation.

4. Covenant Against Contingent Fees

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

F. ATTACHMENTS

1. Approval of Contract

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

2. Annual Funding 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.

FOR THE NAVAJO NATION:

Russell Begaye
President, The Navajo Nation

FOR THE UNITED STATES OF AMERICA

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Margaret Shirley-Damon, Acting Chief Contracting Officer
Navajo Area Indian Health Service

ANNUAL FUNDING AGREEMENT
BETWEEN
THE NAVAJO NATION
DIVISION OF PUBLIC SAFETY
EMERGENCY MEDICAL SERVICES
AND
THE UNITED STATES OF AMERICA
SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

CALENDAR YEAR 2018

This Annual Funding Agreement ("AFA") is entered into between the Navajo Nation and the United States Department of Health and Human Services, pursuant to the agreement between the Navajo Nation and the Indian Health Service ("IHS") for Emergency Medical Services, pursuant to Title I of the Indian Self-Determination and Education Assistance Act ("ISDA"), as amended (hereinafter referred to as the "Contract").

1. SCOPE OF WORK

- A. The Navajo Nation shall administer the programs identified in the Scope of Work, attached hereto and incorporated by reference herein as Attachment A, during the term of this AFA in accordance with the provisions of the Contract and this AFA and any attachments hereto.
- B. To the extent the PFSA descriptions in the AFA conflict with the new descriptions or definition provided in the Indian Health Care Improvement Act (IHCIA), 25 U.S.C. §160, *et seq.*, as amended, the IHCIA shall prevail unless they conflict with ISDA.
- C. 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. Consistent with the program plan and budget previously submitted to the IHS area office, IHS shall provide the direct program funding as set forth in Attachment B of this AFA, exclusive of any Headquarters Tribal shares, 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 (20) days of receipt of advice of allowances from IHS headquarters of this fiscal year 2018 IHS Appropriation, whichever is later. Accounting and budget data are attached hereto and incorporated by reference herein as Attachment B.

Notwithstanding the foregoing, the parties agree that, in the event the IHS is operating under a continuing resolution for any portion of CY 2018, then the Agency shall only be obligated to pay the Navajo Nation that portion of its AFA funding that is made available to IHS shall pay the Navajo Nation other amounts due including any program formula amounts, mandatories (i.e., annual scheduled for inflationary increases in appropriations), and other additions and funding increases as provided in paragraph C of this section. Accounting and budget data are attached hereto and incorporated by reference as Attachment B.

B. In addition to the amount in Paragraph 2 of this AFA, the Navajo Nation anticipates using an estimated \$200,000 in program income in CY 2018 to further the general purposes of the Contract.

C. The funding amounts referenced in this AFA and its attachments are subject to increase based upon IHS FY 2018 appropriations. Within twenty (20) calendar days of receipt of advice to the Area of adjustments to the FY 2018 base, the Navajo Nation shall be eligible for funding for new services, service increase, inflation increases on the same basis as NAIHS, service units, operating units, or all other tribes and tribal organizations. Amendment 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 amount referred to in Paragraph 2 of this AFA, IHS shall provide Headquarters Tribal Shares in the amount set forth in Attachment C to this AFA. The Prompt Payment Act shall apply to any late payments made pursuant to the terms of this Section 3.

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 this agreement has been estimated to be \$2,024,959 including \$549,511 for direct CSC and \$1,475,448 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 (approved October 26, 2016).

B. From the amount Congress appropriates for CSC for FY 2018, and, to the extent no inconsistent with applicable with applicable law, employing the allocation procedures specified in IHS Manual Part 6, Chapter 3 (approved October 26, 2016) and treating the Navajo Nation on the same basis as all other tribes and tribal organizations, IHS will pay \$2,024,959 to the Navajo Nation for this fiscal year covered by this agreement, including \$549,511 for direct CSC and \$1,475,448 for indirect or indirect-like CSC, provided that such payment shall be subject to adjustments 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 requirements (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 Contract Disputes, 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 Navajo Nation's rights under 25 U.S.C. § 5325.

5. CONGRESSIONAL APPROPRIATIONS

A. All funding under this AFA is subject to availability of Congressional appropriations. Funding under this AFA may be reduced only according to the provisions of Section 106(b) of P.L. 93-638, as amended.

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 IHS contained in Attachment A of this AFA, consistent with section B.5 of the Contract.

C. To the extent that any shortfalls exist in funding, contract support or otherwise, owed to the Navajo Nation, IHS shall report such shortfalls to Congress, consistent with Section 106 of P.L. 93-638, as amended.

D. Nothing in this AFA shall be deemed to be 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 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 Agreements (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 all accordance with the standards and regulations under the Occupational Safety and Health Administration, including but not limited to janitorial services, internet/intranet and telephone/fax, on terms set forth in the JUAs, Revocable Licenses, and MOUs.

7. GSA PRICING

The Navajo Nation shall have access to the GSA Supply Center for ambulances, equipment, office supplies, janitorial supplies, medical supplies and medication.

8. TRANSPORTATION

Pursuant to Article B, Section 10 of the Contract, the Secretary shall authorize the Navajo Nation to obtain interagency motor vehicles and related services for performance of any activities carried out under the Contract. The IHS and the Navajo Nation's temporary use of NAIHS ambulances in emergency situations.

9. ACCOUNTING SYSTEM

The Navajo Nation shall maintain a fiscal accounting system which will provide accurate, current and complete information with respect to this AFA, consistent with federal statutory and regulatory requirements.

10. PERSONNEL

Unless otherwise stated elsewhere in this AFA or through as approved and executed Intergovernmental Personnel Act Agreements (for federal civil service employees) or through Memoranda of Agreements (for Public Health Service Commissioned Corps employees), all personnel employed by the Navajo 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 will adhere to applicable Navajo Nation personnel policies and procedures, including sick leave, holidays, pay schedules and pay tables.

11. NAVAJO PREFERENCE

Consistent with ISDA Section 7 (c), the Navajo Business Preference Law (5 N.N.C. Section 201, et seq.) and the Navajo Preference in Employment Act (15 N.N.C. Section 601, et seq.) shall apply to the administration of the Contract and AFA.

12. NOTICES

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

For the Navajo Nation:

Contracting Officer
Contracts and Grants Section
Office of Management and Budget
The Navajo Nation
P.O. Box 646
Window Rock, Arizona 86515

For the Indian Health Service:

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

13. 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. 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.

14. 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 services from anyone other than the Navajo Nation.

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

15. QUARTERLY MEETINGS

The NAIHS and the Department shall meet quarterly during the term of the Contract to discuss current issues or projects related to services under the Contract.

16. 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. 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 (2 CFR 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.

17. SEVERABLE PROVISIONS

The provisions of this AFA are severable. If any provision 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.

18. 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.

19. EFFECTIVE DATES

This AFA shall be effective as January 1, 2018 and remain in effect through December 31, 2018.

THE NAVAJO NATION

Russell Begaye, President
The Navajo Nation

Date

**THE UNITED STATES OF AMERICA
DEPARTMENTS OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

CAPT. Brian Johnson, Acting Area Director
Navajo Area I.H.S

Date

**NAVAJO AREA INDIAN HEALTH SERVICE
DIVISION OF ACQUISITION POLICY
CHIEF CONTRACTING OFFICER**

Margaret Shirley-Damon, Acting Chief Contracting Officer
Navajo Area I.H.S.

Date

Attachment A: Scope of Work
Attachment B: 106(a)(1) Funding-Recurring Base Funding
Attachment C: Headquarters Shares
Attachment D: Contract Support Cost

ATTACHMENT A

**NAVAJO NATION DIVISION OF PUBLIC SAFETY
DEPARTMENT OF EMERGENCY MEDICAL SERVICE
SCOPE OF WORK – CALENDAR YEAR 2018**

I. INTRODUCTION

The Navajo Nation Department of Emergency Medical Service (Department) System is defined as services provided by certified Paramedics, licensed Paramedics, Emergency Medical Technicians (EMTs) and EMT Interns (under supervision by licensed EMTs, Paramedics or Certified Paramedics), to provide and/or assist in the treatment, care and transportation of the sick and/or injured.

The Department is one of seven departments within the Navajo Division of Public Safety. It consists of an Administrative section, two Field Operations Offices, the Office of Training and Technical Assistance, a Third-Party Billing Office, the Property Office, Office of Accounting, Emergency Medical Service (EMS) Medical Director, and fourteen EMS Field Offices. (See Exhibit "A"). These offices are managed by the Department. Staffing at the field offices includes EMT's and/or Paramedics, an Office Assistant or Office Specialist and the EMT Supervisor.

The Department is a region-wide system authorized by Navajo Nation legislation, which is managed and operated within the territorial jurisdiction of the Navajo Nation and contiguous lands.

II. GOAL

The goal of the Department is to provide for the continued development of a comprehensive Public Safety and EMS System to advance the quality of care and transportation of the sick and/or injured.

III. MISSION STATEMENT

The Department is a dedicated, progressive service focused on quality care. Expanded advanced life support capabilities and transport services are preeminent. We consist of a well-organized structure of dedicated personnel determined to provide elite services.

IV. REGULATION AND POLICY

A. Legislative Authority

The Indian Self-Determination and Education Assistance Act (ISDEAA), Public Law 93-638, enacted by the 93rd United States Congress on January 04, 1975, and amendments thereto, have allowed this Department to maintain operations through federal funding and to obtain continued federal funding.

The Navajo Nation Council has supplemented the ISDEAA by enacting legislation which establishes funding, regulations, and policies and procedures for the Department. Further, the Navajo Nation Council, through the Naa'bik'iyati' Committee and Law & Order Committee, recommends, accepts and confirms the funding from the Navajo Area Indian Health Services (NAIHS) under the ISDEAA in order to provide emergency medical services on the Navajo Nation.

B. Lead Agencies

1. Navajo Nation. Employer of all department personnel.
2. Navajo Nation Division of Public Safety. One of several Divisions within the Executive Branch of the Navajo Nation.
3. The Department. Authorized by Navajo Nation legislation to manage and operate as the primary first response program for pre-hospital/emergency ambulance needs.
4. Navajo Area Indian Health Service (NAIHS). Contracts with Emergency Medical Service under ISDEAA and PL-93-638. The NAIHS provides Medical oversight of emergency health care of patients. NAIHS also contracts for health services under P.L. 93-638 in Tuba City, Ft. Defiance, and Winslow, Arizona.
5. Certification and Licensing agencies include:
 - a. University of New Mexico (UNM) – Health Services Center, School of Medicine, EMS Academy
 - b. Central New Mexico Community College
 - c. San Juan College
 - d. Eastern New Mexico University
 - e. Northern Arizona University
 - f. Northern Arizona Health Care
 - g. National Registry of Emergency Medical Technicians, Columbus Ohio
 - h. New Mexico Department of Health EMS Bureau, Santa Fe, New Mexico
 - i. Arizona Department of Health EMS Bureau, Phoenix, Arizona

C. Operational Policies and Procedures

1. The Department has in place operational policies and procedures to ensure that its organizational structure has direction at the administrative and field office level.
2. The Department currently operates under the guidelines of a Scope of Work that outlines the responsibilities and authority of the Department, staff and legislative oversight. The Scope of Work details the primary responsibility of the Department's system.
3. The Department has formal relationships with the New Mexico Department of Health EMS Bureau, Arizona Department of Health EMS Bureau and the agencies listed in Section IV. B. 5 above. The Department adheres to the standards of practices established for EMS programs by the State of New Mexico and the State of Arizona.
4. Department personnel are subject to Department policies and the Navajo Nation Personnel Policies Manual.
5. The integrated efforts at the local, state and federal levels continue to be instrumental in the success and continued development of the Department.

6. Must possess a current NM EMT Basic or Intermediate/Advanced, or Paramedic License as a condition of employment or possess a current Arizona Paramedic certification.

D. Administration and Management

The Department is the lead agency and will take primary responsibility for the management and administration of its projects, operations, and business transactions. The lead agency may also conduct with other appropriate parties who have expertise and responsibility in certain areas or aspects.

1. Facility Improvement – operation of safe and appropriate facilities and infrastructure.
2. Special Projects – initiation of special projects to improve the quality and effectiveness of management and service delivery.
3. Financial Management – maintenance and monitoring of a comprehensive financial management system in compliance with established laws, policies and standard accounting practices.
4. Alternative Financing Projects/Plans – including third party collections and reimbursement initiative and other revenue generating plans including seeking additional funds.
5. Purchasing, Acquisition – Purchasing equipment, vehicles, supplies, uniforms, electronic equipment, buildings and other items to improve quality and effectiveness of service provision.
6. Department Development – The Department will participate in program development activities to strengthen and improve the Department's provision of services, etc. This includes: purchase of property, developing information technology for overall operations, providing educational programs, development of agreements with service facilities and other local governments.

V. Organization Coordination

- A. The NAIHS and the Department shall meet quarterly during the term of the Contract to discuss current issues or projects related to services under the Contract.
- B. At the Health Care Facility level, all efforts must be closely coordinated if the emergency care needs of patients are to be met. The functional of an effective pre-hospital and clinical emergency care system depends on clearly defined and mutually accepted roles and responsibilities of Department personnel and Health Care Facility. Successful implementation requires mutual respect and understanding between the personnel.
- C. Each Health Care facility may have a committee to address and solve local emergency care problems.
- D. Each Health Care Facility will provide an EMT Medical Director and nursing staff to coordinate the quality of patient care delivered by the EMTs and Paramedics. A chain of command system (attached, Exhibit "B") will be maintained and utilized.

VI. DEPARTMENT RESPONSIBILITIES

In addition to activities and duties noted in other sections of this Scope of Work, the Department's responsibilities include:

- A. The Department's primary responsibility and number one priority is pre-hospital emergency medical care.
- B. Department responsibilities include but are not limited to vehicle maintenance and administrative functions required to ensure quality emergency responses.
- C. Department personnel will provide a minimum of two personnel (one licensed in the State of New Mexico, or certified paramedic in the State of Arizona) on duty per field office.
- D. The Department may request for a private ambulance service to augment pre-hospital response when a multi-casualty incident requires additional resources.
- E. The ED/Urgent Care physician and/or the ER/Urgent Care nurse are to be notified of any change, unavailability of manpower and/or equipment.
- F. Department personnel will inform the ED on-line medical control physician when responding to an emergency call or performing other transport duties. The Physician will provide medical direction, as needed, to the EMTs and Paramedics.
- G. During the pre-hospital response, the department personnel will notify the ED/Urgent Care physician/nurse of the assessment and status of all patients being brought in:

EXAMPLES:

- 1. Situations requiring on-line control with a physician (e.g., patient refusal, pre-hospital advance directive, etc.) as defined by the New Mexico Department of Health EMS Bureau, Arizona Department of Health Bureau and Health Care Facilities requirements.
 - 2. Physician guidance and instructions on care of patient en route;
 - 3. Patients in obvious distress, i.e., exhibition of bizarre behavioral conditions, victims of sexual assault, altered mental status.
 - 4. Any intention to discontinue or change an emergency (911) response.
 - 5. After evaluation, not to transport.
- H. If not involved in a pre-hospital response or preparation of required reports, community education programs, or other required Department duties, the Department personnel will assist in the ED/Urgent Care if requested by and under the supervision of the ED/Urgent Care physician. Department personnel patient care duties in ED/Urgent Care area may include:
- 1. Translating the Navajo/English language for patients and staff;
 - 2. Assisting the ED Physician with managing wounds;

3. Assisting in the movement of patients within the ER/Urgent Care to other departments; and
 4. Performing other activities as defined in Section VIII.
- I. Department personnel will perform in Health Care Facilities all skills within the scope of their licensure or certification. A record of skills performed will be documented on the Navajo Nation EMS Competency Skills Sheet.
 - J. EMTs will complete all required reports, such as the Department's Service Report, after proper transfer of patients to the ER staff. Health Care Facilities may request a copy of the department's service report to be placed in the patient's medical records.
 - K. The Department may provide back-up to the Health Care Facility in providing inter-facility transports when there is no other transport option available.
 1. The Department's emergency calls will take priority over such transports, including stand-by requests by the Navajo Department of Law Enforcement, Navajo Department of Fire and Rescue Services, and other public safety entities.
 2. The decision to utilize the Department for such transports will be made collaboratively by the EMS staff, the on-line control physician and the nursing personnel usually involved in arranging such transports.
 3. The Department will utilize the Health Care Facility's GSA ambulances and required equipment for inter-facility transports if available on a temporary basis.
 4. The Department will utilize a Health Care Facility driver for inter-facility transport if one is available.
 5. The NAIHS shall provide GSA ambulances for use by the Department field offices at Health Care Facilities.
 - L. A Department representative will participate and serve on the Health Care Facilities Injury Prevention Committee.
 - M. It is the responsibility of the EMT, Paramedic, and EMT Instructor to obtain requirements of re-licensure according to the New Mexico State Department of Health, EMS Bureau or re-certification according to the Arizona Department of Health EMS Bureau.

VII. DEPARTMENT AUXILIARY SUPPORT

The Department's Auxiliary Support are, but not limited to:

- A. Bike Medic Team The Department has EMTs on bikes that are mobile, quick and get into areas where an ambulance cannot.
- B. Rapid Response Team A term used by the Department to deploy staff at a moments' notice to events or activities needing emergency medical service.

VIII. PROCEDURES PERFORMED BY EMTs IN FEDERALLY-FUNDED FACILITIES

- A. Training supplied by the Health Care Facility level staff only covers EMTs and Paramedics participation while in the Health Care Facility,

- B. EMTs and Paramedics shall not perform phlebotomies, suturing and starting IVs in the ED and/or out-patient clinic or do any casting unless under the direct supervision of designated Health Care Facility level physicians.
- C. In an emergency situation in the facility requiring the participation of EMTs and Paramedics, the EMS Medical Director, the ED Director, or the ED online control physician will decide the degree of EMTs' and Paramedics' involvement in emergencies which will be defined in the Health Care Facility's Disaster Plan and related policies.

IX. TRANSPORTATION

The Department utilizes a ground transport system primarily consisting of Type II & Type III ambulances, but may include other field office vehicles.

X. COMMUNICATION

The Department continues to update effective radio communication and technology utilizing radio components of the UHF-VHF radio communication system and satellite system phones.

XI. PUBLIC INFORMATION AND EDUCATION

- A. The Department continues to provide public information, community awareness, and education. The personnel provide public information on system access and injury/illness prevention.
- B. Department field offices conduct presentations such as methods of early access to emergency medical services, bike safety, child seat safety, First Aid, CPR, and Health Promotion/Disease Prevention (HP/DP) programs.
- C. The targeted areas are infancy through high school, industrial, commercial, the private sectors, local communities and Navajo Nation facilities/governmental agencies.
- D. Continued and coordinated efforts are needed from IHS or Health Care facilities, the Navajo Nation, and the Department to have an effective and comprehensive injury/illness prevention and HP/DP program.

XII. EVALUATION

The Department continues to utilize a continuous quality improvement program to ensure the ongoing effectiveness of pre-hospital care within each department field office.

Exhibit A:

Field Offices:

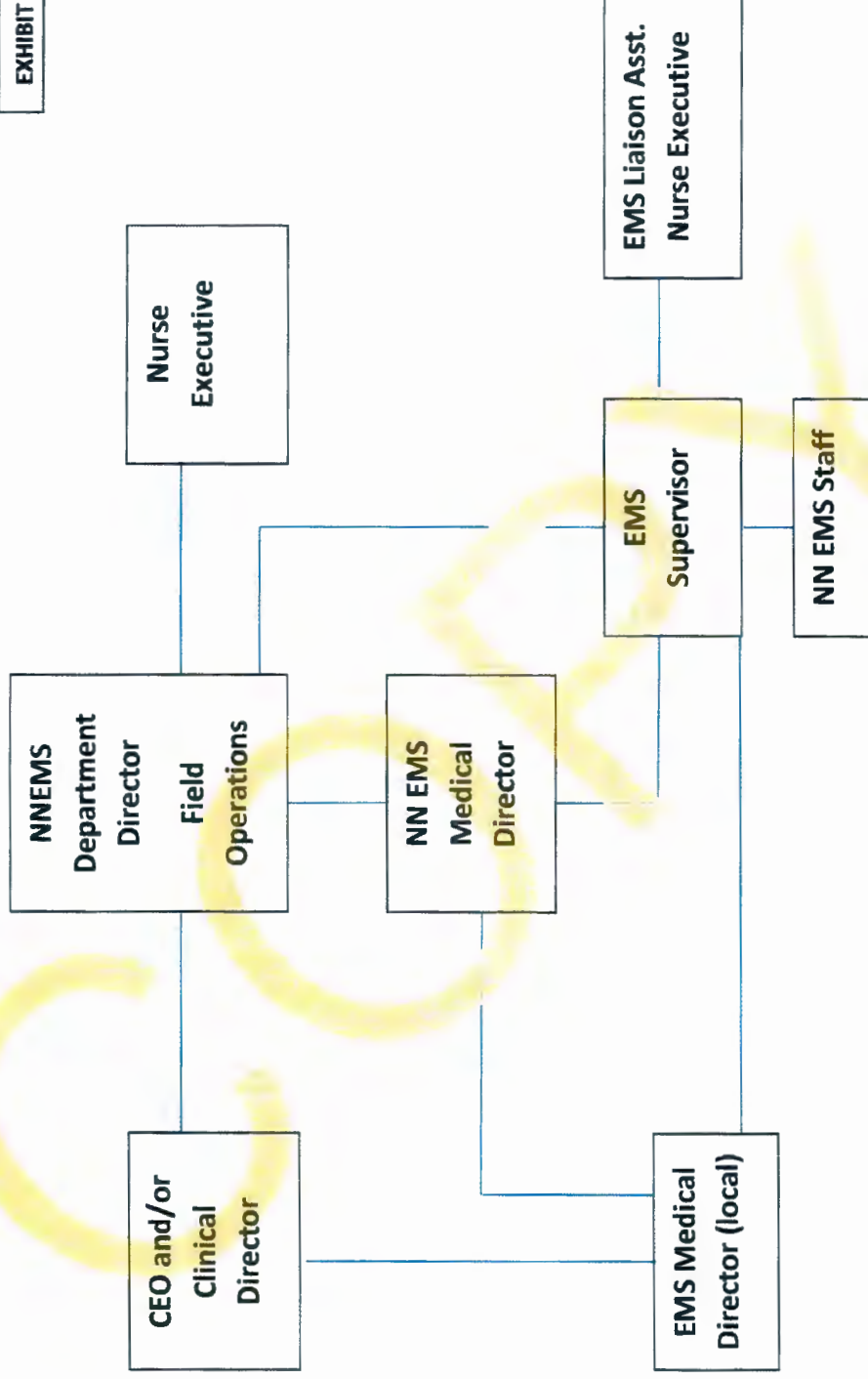
1. Chinle, AZ
2. Crownpoint, NM
3. Ft. Defiance, AZ
4. Kayenta, AZ
5. Shiprock, NM
6. Red Mesa, AZ
7. Tohatchi, NM
8. Tuba City, AZ
9. Winslow, AZ
10. Tohajiilee, NM
11. Inscription House, AZ
12. Pinon, AZ
13. Torreon, NM
14. Newcomb, NM

Exhibit B:

Chain of Command – NNEMS and Health Care Facility

Chain of Command NNEMS and Health Care Facility

EXHIBIT "B"



This is a general purpose Chain of Command structure, the actual may differ at your facility.

ORIGINAL

FY2017 Self-Determination Annual Funding Agreement Table

Tribe: Navajo Nation - Division of Public Safety
Emergency Medical Services

Line Item	Sub-Activity	Program			Area Office Shares			HQ Shares			TOTALS		
		Funding Agreement Amount	Retained Services Amount	Program Amount to be Received	Funding Agreement Amount	Retained Services Amount	AOS Amount to be Received	Funding Agreement Amount	Retained Services Amount	HQS Amount to be Received	Funding Agreement Amount	Retained Services Amount	Total Amount to be Received
		(1)	(2)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
(1)	Hospital & Clinics	4,253,799	-	4,253,799	-	-	-	61,633	-	61,633	4,315,432	-	4,315,432
(2)	Dental	-	-	-	-	-	-	-	-	-	-	-	-
(3)	Mental Health	-	-	-	-	-	-	-	-	-	-	-	-
(4)	Alcohol & Substance Abuse	-	-	-	-	-	-	-	-	-	-	-	-
(5)	Public Health Nursing	-	-	-	-	-	-	-	-	-	-	-	-
(6)	Health Education	-	-	-	-	-	-	-	-	-	-	-	-
(7)	Community Health Rep	-	-	-	-	-	-	-	-	-	-	-	-
(8)	Immunization (AK only)	-	-	-	-	-	-	-	-	-	-	-	-
(9)	Direct Operations	-	-	-	-	-	-	-	-	-	-	-	-
(10)	Self-Governance	-	-	-	-	-	-	-	-	-	-	-	-
(11)	Total Services	4,253,799	-	4,253,799	-	-	-	61,633	-	61,633	4,315,432	-	4,315,432
(12)	Purchased Referred Care	3,804,349	-	3,804,349	-	-	-	-	-	-	3,804,349	-	3,804,349
(13)	Total No Year Services	3,804,349	-	3,804,349	-	-	-	-	-	-	3,804,349	-	3,804,349
(14)	Environmental Health Support	-	-	-	-	-	-	-	-	-	-	-	-
(15)	Facilities Support	-	-	-	-	-	-	-	-	-	-	-	-
(16)	OEHE Support	-	-	-	-	-	-	-	-	-	-	-	-
(17)	Total Indian Health Facilities	-	-	-	-	-	-	-	-	-	-	-	-
(18)	Contract Supp Cost - Direct	549,511	-	549,511	-	-	-	-	-	-	549,511	-	549,511
(19)	Contract Supp Cost - Indirect	1,475,448	-	1,475,448	-	-	-	-	-	-	1,475,448	-	1,475,448
(20)	Total FY16 CSC	2,024,959	-	2,024,959	-	-	-	-	-	-	2,024,959	-	2,024,959
(21)	Grand Total Funding Agreement	10,083,107	-	10,083,107	-	-	-	61,633	-	61,633	10,144,740	-	10,144,740

Note: 1. All estimates are based on FY2016 appropriations and these amounts will be adjusted based upon the enacted FY2017 appropriations.
2. Amounts may not exactly match due to rounding. Rounding errors of \$1 - \$2 are typical and may cause a slight difference between "Actuals" and "Estimates". In such cases, the "Actuals" amount is considered definitive.

Approved: NMS Date: 9/30/16

ORIGINAL

ATTACHMENT B

NAVAJO EMERGENCY MEDICAL SERVICES (EMS) PROGRAM

Navajo Nation - Division of Public Safety

SECTION 106(a)(1) BASE FUNDING

CALENDAR YEAR 2017

Funding Source	FY2016 Funding Base	FY2016 Program Increase	FY2016 Misc. Increases or Decreases	FY2016 Less Across the Board Reduction 0.0%	FY2017 Funding Base
Hospital & Clinics	\$ 3,890,721	\$ 30,798	\$ 332,280	-	\$ 4,253,799
Purchased Referred Care	\$ 3,804,349	-	-	-	\$ 3,804,349
TOTAL	\$ 7,695,070	\$ 30,798	\$ 332,280	-	\$ 8,058,148

Footnotes:

- 1) Funding amounts reflect FY2016 appropriations and FY2016 Program increase; these funding amounts will be adjusted based upon the enacted FY2017 appropriations and program increases, inflation and rescissions.
- 2) FY2016 Misc. Increase is New Kayenta Hospital Staffing Increase.

ORIGINAL

ATTACHMENT C

Table #4:

HQ PFSAs for FY 2017 TSA and Program Formula Lines Budget, Eligible Shares, and Previous Negotiated Amount

Interim Estimates Based on FY 2016 IHS Appropriation

Navajo - Navajo Nation Health D

*TSA Shares allocable to
this contract or compact* **\$1,711,967**

01-Hospitals & Clinics	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
0101 - Emergency Fund	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$3,917,812				
0105 - Management Initiatives	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,028,923				
0106 - A.C.O.G. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$97,638				
0107 - H.P./D.P. Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,445,414				
0110 - N.E.C.I.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,097,251				
0111 - Nurse Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,271,513				
0112 - Nursing Costeps	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$640,399				
0113 - Chief Clinical Consultant	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$274,663				
0115 - Emergency Medical Svcs	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$460,729	\$61,633	\$61,633		
0117 - Traditional Advocacy Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$99,618	\$16,673	\$16,673		
0118 - Research Projects	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,267,626		\$151,746		
0119 - A.A.I.P. Contract	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$26,473				
0120 - Clinical Support Center-Phoenix	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,720,085				
0121 - Costeps-Non Physicians	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$80,744				
0123 - Physician Residency	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$273,702				
0124 - Recruitment/Retention	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,034,533				
0125 - U.S.U.H.S., etc.	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,030,199				
0126 - D.I.R. Support Fund	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$24,675,281				
0127 - Evaluation	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,052,827		\$116,077		
0128 - National Indian Health Board	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$454,880				
0129 - Albuquerque Administration	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$882,548				
0130 - Nutrition Training Center	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$341,720				
0131 - Diabetes Program-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,275,948				
0132 - Cancer Prevention-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$709,692				
0133 - Health Records	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$134,961				
0134 - AIDS Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$418,887	\$118,573	\$118,573		
0135 - Handicapped Children	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$342,882				
0137 - National DIR Support-Albuquerque/HQ	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$8,212,425				
		\$60,268,973	\$196,880	\$464,702		

02-Dental Health	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
0201 - IHS Dental Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,439,917				

Monday, June 13, 2016

Navajo - Navajo Nation Health Dept

ORIGINAL

0202 - IHS Dental Program - PgmFormula ☐ ☒ \$5,152,515
\$7,592,432

03-Mental Health	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
0301 - Technical Assistance	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,498,497				
0302 - C.M.I. Grants	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$616,920				
0303 - National Conference	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$105,602				
		\$2,221,019				

04-Alcohol/Sub. Abuse	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
0401 - Clinical Advocacy	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,928,199	\$724,059	\$724,060		
0402 - Collaborative Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$789,994	\$65,538	\$65,538		
		\$3,718,193	\$789,597	\$789,598		

05-Purchased/Referred C	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
0501 - Fiscal Intermediary	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$8,206,272				
0504 - PRC Reserve & Undistributed	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$3,218,110				
		\$11,424,382				

06-Public Health Nursing	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
0601 - Preventive Health Initiatives	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$923,990	\$149,809	\$14,981		
0602 - Preventive Health Initiatives - PgmF	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,351,677				
		\$3,275,667	\$149,809	\$14,981		

07-Health Education	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
0701 - IHS Health Education Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$1,115,522	\$187,744	\$187,744		
		\$1,115,522	\$187,744	\$187,744		

08-CHR	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
0801 - IHS CHR Program	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$2,322,506	\$388,137	\$388,137		
		\$2,322,506	\$388,137	\$388,137		

13-Direct Operations	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
1301 - Direct Operations - Rockville	<input checked="" type="checkbox"/> <input type="checkbox"/>	\$16,273,983				
		\$16,273,983				

24-Facilities & Envr. Hlt	TSA PF	Budget	TSA Shares	Last Nego.	Retain	Contract
2401 - San. Facilities Constr. Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,289,337				
2402 - Environ. Health Services Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$1,562,461				
2403 - Facilities & Realty Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$2,246,378				
2404 - Facilities Engineering Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$1,344,526				
2405 - Engineering Services Support	<input type="checkbox"/> <input checked="" type="checkbox"/>	\$473,919				
		\$7,916,621				

Monday, June 13, 2016

Navajo - Navajo Nation Health Dept

ORIGINAL

Other: _____

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

Retain Contract

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Negotiated Total

Retain Contract

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These NOTES clarify guidance that has been printed on Table #4 since 1997. The clarification more fully describes but does not alter policies. The term "contracted" here means both contract and compact agreements.

FREESTANDING AND CONNECTED PSFA: Column 7 of Table #3 identifies whether a headquarters (HQ) based PSFA is freestanding or intricately connected with a field based PSFA. The majority, 60 of 77 HQ based PSFAs, are freestanding, e.g., independent of field based PSFA. The value to a Tribe of contracting a freestanding HQ PSFA may be weighed independently of its plans for local level PSFAs. Alternatively, 17 HQ based PSFA are intricately connected with a corresponding field based PSFA. The value to a Tribe of contracting connected PSFA may be weighed together with its plans for corresponding local level PSFAs. The ALN may be able to identify benefits of contracting them together or potential trade-offs of contracting one without the other.

PARTIAL SHARES: If a Tribe chooses to contract for a portion of a HQ based PSFA and retain IHS to carry out the remaining portion, the ALN should record negotiated terms of the portion to be carried out by HQ. If the period of performance is not a full year, the ALN should negotiate a pro-rated amount proportionate to the period of performance.

TRIBAL SIZE ADJUSTMENT (TSA) FORMULA: The TSA is a general formula applicable to any HQ based PSFA for which a unique formula is impractical. Shares were calculated for most HQ based PSFA using the TSA formula in 1997. In accordance with Section 508(d)(1)(C)(ii) of the ISDEAA, shares are protected from reductions except for narrow reasons specified in statute. Annually thereafter, each Tribe's shares are adjusted higher if additional appropriations are provided to maintain current services levels, e.g., inflation, etc., or adjusted lower for any rescission and sequester that may apply in that year. Such annual adjustments apply proportionately. However, if funds are added to expand a HQ based PSFA beyond current levels and such funds are not earmarked or narrowly constrained, the TSA formula is recalculated to allocate the new funds as additional shares.

PROGRAM FORMULA (PF) PSFA: A program specific formula may apply for certain HQ based PSFA. The Program Formula allocation may be non-recurring and differ annually. If calculations are incomplete at time of negotiations, blanks will be displayed on Table 4, but shares may be awarded later. For instance, Facilities and Environmental Health Support, lines 2401 - 2401, are recomputed annually and will be displayed in separate Table 4F.

Every HQ based PSFA to which the TSA formula applies automatically defaults to base budget status whether expressly designated or not.

ROUNDING: Amounts may not exactly match due to rounding. Rounding errors of \$1 - \$2 are typical and may cause a slight difference between "Shares" and "Last Negotiated". In such cases, the "Shares" amount is considered definitive.

Table 4F
Estimated Area and Headquarters Facilities Appropriation Funds for FY 2017 SD/SG Negotiations

Current Funds Manager: NV, NAVAJO NATION
 Possible SG Tribe or Org: Navajo Tribe - DIRECT
 Tribes Served: Navajo
 Comments: All amounts below are projected based on the FY'16 budget and may change based on the official FY'17 Congressional appropriation

Serv Type: T1
 For Fiscal Year: 2017

HQ Line 3	Activity Description	AREA		FY 2017 Negotiated	Base Thru	Share Factor	HEADQUARTERS - Facilities Appropriation				
		FY 2016 Actual	FY 2017 Avail 106a1 (e)				FY 2016 Actual	FY 2017 Av 106a	FY 2017 Calcul	FY 2017 Negot	Base Thru
(a)	(b)	(c)	(d)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
		Maintenance and Improvement (M&I)(2100)									
	1	Routine M&I IHS owned Facility	0	0	0	0					
	2	Routine M&I Tribally owned Facility	0	0	0	0					
	3	Project M&I IHS owned Facility	0	0	0						
	4	Project M&I Tribally owned Facility	0	0	0						
	a	Subtotal Non-base (26)	0	0	0						
	b	Subtotal base (26)	0	0	0						
2100		Total M&I (26)	0	0	0						
	5	M&I Environmental Remediation Projects									
2200	9	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process								
2300	10	Health Care Facilities (NEW) (00)									
		Facilities and Environ Health Support (2400)									
		Environ Health Support Account (EHSA)									
	11	San Fac Constr (SFC) Support - Proj Related	0	0	0						
	12	AO SFC Program Mgmt - Proj Related	0	0	0						
	13	SFC Support - Non-project Related	0	0	0	0					
	14	AO SFC Program Management-Non-project Related	0	0	0	0					
	15	Other: otherSFC	0	0	0	0					
	a	Subtotal Non-Base (27)	0	0	0						
	b	Subtotal Base (27)	0	0	0						
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)				0.0533	0	0	0	0	
	d	Subtotal HQ-OEHE Support -SFC Base (29)					0	0	0	0	0
2401		Total HQ-OEHE Support - SFC Related (29)									
	16	Environ Health Services - Basic Program	298,406	298,406	0	2016					
	17	Environ Health Services - Institutional Hlth	0	0	0	0					
	18	Environ Health Services - Injury Prevention	0	0	0	0					
	19	AO Environmental Health Services Support	0	0	0	0					
	20	Other: otherEnviron	0	0	0	0					
	a	Subtotal Non-Base (27)	0	0	0						
	b	Subtotal Base (27)	298,406	298,406	0						
	c	Subtot HQ-OEHE Support EHS Non-Base (29)				0.0533	0	0	0	0	
	d	Subtotal HQ-OEHE Support EHS Base (29)					12,614	15,905	0	0	2016
2402		Total HQ-OEHE Support - EHS Related (29)					12,614	15,905	0	0	
		Facilities Support Account (FSA)									
	31	Service Unit Operations	0	0	0						
	32	Biomedical	0	0	0						
	33	AO FSA Support	0	0	0						
	34	AO Real Property Support	0	0	0						
	35	AO Biomedical Program	0	0	0						
	36	M&I Engineering Support	0	0	0						
	37	Other: otherFSA	0	0	0						
		Total FSA (28)	0	0	0						
2403		HQ Facilities and Real Property Support									
	a	Total HQ - OEHE Support - FSA Related (29)				0.0124	0	0	0	0	
	b	HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0	238.9570	0	0	0	0	
2404		Facilities Planning and Construction Support									
2405		Engineering Services Support									
	a	M&I Contracting Services (29)				0.0064	0	0	0	0	
	b	New Health Care Facilities (29)									
2400		TOTAL Facilities and Environ Support (29)	298,406	298,406	0		12,614	15,905	0	0	
2500		Equipment Replacement (01)	0	0	0	0					
		SubTotal (Non-Base)	0	0	0		0	0	0	0	
		SubTotal (Base Budget Pilot)	298,406	298,406	0		12,614	15,905	0	0	
		GRAND TOTAL	298,406	298,406	0		12,614	15,905	0	0	

ATTACHMENT D

NAVAJO EMERGENCY MEDICAL SERVICES (EMS) PROGRAM

Navajo Nation - Division of Public Safety

CONTRACT SUPPORT COST (CSC) FUNDING

CALENDAR YEAR 2017

Funding Source	FY2016 Funding Base	FY2016 Program Increase	FY2016 CSC Reconciliation	FY2016 Less Across the Board Reduction 0.0%	FY2017 Funding Base
Direct CSC (Recurring)	\$ 547,867	-	\$ 1,644	-	\$ 549,511
Indirect CSC (Non-Recurring)	\$ 1,393,209	-	\$ 82,239	-	\$ 1,475,448
TOTAL	\$ 1,941,076	-	\$ 83,883	-	\$ 2,024,959

Footnotes:

- 1) Funding amounts reflect FY2016 appropriations and FY2016 Program increase; these funding amounts will be adjusted based upon the enacted FY2017 appropriations and program increases, inflation and rescissions.
- 2) Subject to Reconciliation(s).

ORIGINAL

Tribe: NN - EMS		Year: 2017 (Data Currently Available)		
	Amount	Remarks to Estimates		
Program (Recurring) excl. Tribal Shares	8,058,148	Program Recurring amount, less retained		
Total Area Tribal Shares	0	Less Retained amounts		
Total HQ Tribal Shares	61,633	Less Retained amounts		
Total Program (Non-Recurring)	0	Non-recurring paid amounts, like M&IE or any other amounts		
Less 20% Tribal Shares (or negotiated amount)	12,327	Based on the 80/20 split per CSC Policy, if applicable		
2016 DCSC Negotiated Need	549,511	Per DCSC Negotiation or last reported need		
Inflation Factor	3.5%	Last known (projected) non-medical Inflation Rate		
2017 DCSC Negotiated Estimated Need	568,744	DCSC estimated need based on previous year's need and inflation factor OR if renegotiated, above inflation factors are not applied and newly negotiated amount is manually inserted here. Paragraph 1 estimate in Po - English Language		
DCSC Funding Paid	0	Projected funding to be paid in CY 2015, should equal 100% of identified need. Or if during the year after initial payment, only enter current amount paid to Tribe.		
DCSC Deficiency	568,744	Estimated deficiency, based on funding and estimated DCSC need		
Program Base	8,676,198	Program Recurring amount + Area Shares + HQ Shares + Non-Recurring - 20% of Tribal Shares - DCSC Estimated Need - Program Base		
Less Other Exclusions and Pass-Thru	0	Exclusions consistent with rate agreement and rate proposal information, reasonable Tribal documentation, or lastly the default list determined and agreed upon by the CSC workgroup		
Direct Cost Base	8,676,198	Program base less all exclusions and pass-thru		
Most current IDC rate	17.18%	Current IDC Rate, as noted in box to the right		
Estimated IDC Need (Non-Recurring) Based on IDC Rate	1,490,571	Direct Cost Base x IDC Rate		
Indirect CSC Type Costs Negotiated (Non-Recurring)	0	N/A if an applicable IDC Rate is available. Enter current amount negotiated with Tribe (negotiated amount is only good for 4 years)		
Total 20% Tribal Shares or Neg Amt	12,327	Already available for indirect costs		
Estimated Indirect CSC Need	1,478,244	Estimated total IDC need less all duplicative costs. Paragraph 1 estimate		
Indirect CSC Funding Paid	0	Projected funding to be paid in CY 2015, should equal 100% of identified need. Or if during the year, only enter the current amount paid to Tribe.		
Indirect CSC Deficiency	1,478,244	Estimated deficiency, based on funding and estimated ICSC need		
Total Estimated CSC Need	2,046,988	Total estimated need for DCSC and ICSC		
Total CSC Funding Available for CSC Need	0	Projected funding to be paid when used during negotiations/amount already paid when used throughout the year, should equal 100% of identified need.		
TOTAL ESTIMATED CSC DEFICIENCY	2,046,988	Total estimated CSC deficiency based on estimated CSC need and projected funding to be paid, should be \$0. If positive number then the Tribe is owed more, if negative number is shown there will be an overpayment.		

ORIGINAL



THE NAVAJO NATION


RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE-CHIEF



September 20, 2017

MEMORANDUM

TO: Mr. Raymond Smith, Jr, Council Delegate, Vice Chairperson (LOC)
Member of the Law and Order Committee

FROM: 
Henry Wallace, Program Manager III
Department of Emergency Medical Service
Division of Public Safety

SUBJECT: Fiscal Year 2018 Annual Funding Agreement: Sponsorship Request
Re: Navajo Emergency Medical Service, Section 164-8350
Contract No. HHSI245201200008C – (Jan 1, 2012 – Dec 31, 2017) - expiring
Contract No. – (Jan 1, 2018 – Dec 31, 2023)- renewal

The Navajo Emergency Medical Service (NEMS) is requesting your legislative service in sponsoring the program's Section 164-8350 containing the Fiscal Year 2018 Annual Funding Agreement, Scope of Work, and the renewal of the Model Agreement for six (6) years to be effective from January 01, 2018 thru December 31, 2023. Section 164-8350 will need to be introduced to the Law and Order Committee, Budget and Finance Committee and the Naabikiyati' Committee for approval and obtaining a supportive resolution from Naabikiyati' Committee.

The Navajo Emergency Medical Service is a vital service to the Navajo Nation communities, businesses, and visitors where NEMS provides 24/7 coverage from the thirteen (13) EMS field offices.

If you should have any questions, you may reach me at (928) 871-6410. Thank you.

XC File
Jesse Delmar, Dir. NDPS

NAVAJO NATION

RCS# 676

12/4/2017

Naa'bik'iyati Committee

04:53:29 PM

Amd# to Amd#

Legislation No. 0451-17

PASSED

MOT Hale

Approving & Authorizing a

SEC Perry

contract between NN & U.S.

Dept of Health & Human Services

Yea : 13

Nay : 0

Not Voting : 11

Yea : 13

Begay, K

Daniels

Perry

Slim

Bennett

Hale

Phelps

Smith

Brown

Jack

Shepherd

Witherspoon

Damon

Nay : 0

Not Voting : 11

Bates

BeGaye, N

Filfred

Tsosie

Begay, NM

Chee

Pete

Yazzie

Begay, S

Crotty

Tso