LEGISLATIVE SUMMARY SHEET
Tracking No. _____

DATE: October 7, 2019

AN ACTION RELATING TO THE HEALTH, EDUCATION AND HUMAN SERVICES AND THE NABIK' IYATI' COMMITTEES; RESCINDING NABIO-59-18 "ACCEPTING THE RECOMMENDATION OF THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE AND GRANTING THE DESIGNATION OF "TRIBAL ORGANIZATION" TO THE FOUR CORNERS REGIONAL HEALTH CENTER, INC. FOR A PERIOD OF FIFTEEN (15) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING THE FOUR CORNERS REGIONAL HEALTH CENTER, INC. TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON CONTINUING COMPLIANCE WITH ALL TERMS AND CONDITIONS AS APPROVED BY THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE OF THE NAVAJO NATION COUNCIL" FOR FAILURE TO COMPLY WITH THE AGREED UPON TERMS AND CONDITIONS GOVERNING THE REVOCABLE DESIGNATION OF "TRIBAL ORGANIZATION

PURPOSE: Rescinding NABIO-59-18, revoking designation of "Tribal Organization" for Four Corners Regional Health Care Center, Inc.

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

5-DAY BILL HOLD PERIOD: BTD
Website Posting Time/Date: 10/15/19 4:04PM
Posting End Date: 10/20/19
Eligible for Action: 10/21/19

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

PROPOSED STANDING COMMITTEE RESOLUTION

24th NAVAJO NATION COUNCIL -- First Year, 2019

INTRODUCED BY

(Prime Sponsor)

TRACKING NO. 0316-19

AN ACTION

RELATING TO THE HEALTH, EDUCATION AND HUMAN SERVICES AND THE NABIK' IYATI' COMMITTEES; RESCINDING NABIO-59-18 "ACCEPTING THE RECOMMENDATION OF THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE AND GRANTING THE DESIGNATION OF "TRIBAL ORGANIZATION" TO THE FOUR CORNERS REGIONAL HEALTH CENTER, INC. FOR A PERIOD OF FIFTEEN (15) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING THE FOUR CORNERS REGIONAL HEALTH CENTER, INC. TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON CONTINUING COMPLIANCE WITH ALL TERMS AND CONDITIONS AS APPROVED BY THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE OF THE NAVAJO NATION COUNCIL" FOR FAILURE TO COMPLY WITH THE AGREED UPON TERMS AND CONDITIONS GOVERNING THE REVOCABLE DESIGNATION OF "TRIBAL ORGANIZATION"

OLC No. 19-545-1

BE IT ENACTED:

SECTION ONE. AUTHORITY

Pursuant to Navajo Nation Council Resolution CJY-33-10 and the Navajo Nation Code at 2 N.N.C. Section Five (5) "References to previous Standing Committees" which states in part "References in the Navajo Nation Code....to Government Services and Intergovernmental Relations Committees shall mean the Naabik'íyáti' Committee..." the Naabik'íyáti' Committee of the Navajo Nation Council exercises the authority to authorize and approve additional tribal organizations that have received the recommendation and approval of the Health, Education and Human Services Committee of the Navajo Nation Council. See Exhibit A.

SECTION TWO. FINDINGS

A. The Four Corners Regional Health Center, Inc. requested to the revocable designation of "tribal organization" for a period of fifteen (15) years, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended). As found within Exhibit B.

B. The Health, Education and Human Services Committee of the Navajo Nation Council through Resolution HEHSCJY-19-18, and the Naabik'íyáti' Committee through Resolution NABIO-59-18 approved the Four Corners Regional Health Center, Inc. being given the revocable designation of "Tribal Organization" for a period of five (5) years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended), subject to continuing compliance with specific Terms and Conditions within the legislation. See Exhibit C.

C. Said Terms and Conditions included "...continuing compliance with the requirement that management shall be all internal and not contracted out to any other entity...."

See Exhibit B, Section Three. Approval.

D. The Four Corners Regional Health Center, Inc. has a consulting contract with Razaghi Healthcare Four Corners Health Center LLC commencing November 30, 2018 and continuing until September 30, 2022 with automatic renewal for two years additional unless one of the contracting parties declares otherwise no later than 180 days prior to September 30, 2020. See Exhibit D.

E. The Health, Education and Human Services Committee of the Navajo Nation Council asked the Office of Legislative Counsel to conduct a legal review of the consulting contract to determine if the contract exceeds the scope of the conditional approval granted by the Naabik'íyáti' Committee of the Navajo Nation Council in Resolution NABIO-59-18.

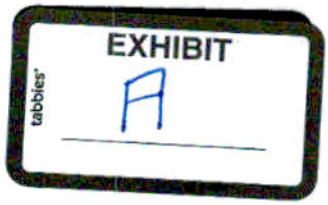
F. The consulting contract between Four Corners Regional Health Center, Inc. and Razaghi Healthcare Four Corners Health Center LLC assigns to Razaghi Healthcare Four Corners Health Center LLC. functions associated with internal management and has been determined by the Office of Legislative Counsel to be in violation of the requirement of "...continuing compliance with the requirement that management shall be all internal and not contracted out to any other entity." as cited in paragraph C of this legislation and found above. See Exhibit D, Section 3, Scope of Services B-2.

G. The Four Corners Regional Health Center, Inc. as well as the Office of Indian Self-Determination, Navajo Area Indian Health Service on June 10 and June 13, 2019 respectively, have been notified by the Chair of the Health, Education and Human Services Committee of the finding of the contract being in violation of the Terms and Conditions of approval. See Exhibit E

H. The Naabik'íyáti' Committee finds it to be in the best interest of the Navajo Nation to exercise its authority to revoke the designation of "Tribal Organization" as granted to the Four Corners Regional Health Center, Inc. for failing to comply with the stated and agreed upon requirement that "...management shall all be internal and not contracted out to any other entity..." and to rescind NABIO-59-18 accordingly.

Section Three. Approval

The Naabik'iyati Committee of the Navajo Nation Council hereby rescinds NABIO-59-18 and thereby revokes the designation of "Tribal Organization" as it applies to the Four Corners Regional Health Center, Inc. for failing to comply with the stated and agreed upon requirement that "...management shall all be internal and not contracted out to any other entity...."



CJY-33-10

RESOLUTION OF THE
NAVAJO NATION COUNCIL

AN ACTION

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

BE IT ENACTED:

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

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

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

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

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

CERTIFICATION

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

Lawrence T. Morgan, Speaker
Navajo Nation Council

26 July 10
Date

Motion: GloJean Todacheene
Second: Amos Johnson

FOUR CORNERS REGIONAL HEALTH CENTER
6 MILES WEST 5054, SWEETWATER, AZ 86514 | PHONE: (928) 349.6452

Supplemental Information to the December 27, 2017 Proposal to Obtain Navajo Nation Tribal Designation for the Purposes of Contracting Under the Indian Self-Determination and Education Assistance Act, P.L. 93-638

for

Four Corners Regional Health Center

April 12, 2018

For further information, contact:

Mr. Woody Lee
(928) 349-6452 | wlee_56@yahoo.com
6 Miles West 5054, Sweetwater, AZ 86514

FOUR CORNERS REGIONAL HEALTH CENTER
6 MILES WEST 5054, SWEETWATER, AZ 86514 | PHONE: (928) 349.6452

April 12, 2018

VIA HAND-DELIVERY

Edward A. McCool, Esq.
Office of Legislative Counsel
The Navajo Nation
P. O. Box 3390
Window Rock, Navajo Nation (AZ) 86515

Re: Supplemental Information Supporting Request by the Four Corners Regional Health Center for Designation as a Navajo "Tribal Organization" Authorized to Contract with the United States, through the Indian Health Service, for Programs, Functions, Services, and Activities under the Indian Self-Determination and Education Assistance Act

Dear Mr. McCool:

As you may recall, the Four Corners Regional Health Center ("Four Corners") submitted its "Proposal to Obtain Navajo Nation Tribal Designation for the Purpose of Contracting Under the Indian Self-Determination and Education Assistance Act, P.L. 93-638" (the "Proposal") on December 27, 2017. Upon review of the Proposal, you requested additional information, including the Four Corners incorporation documents, its Certificate of Good Standing with the Navajo Nation Business Regulatory Department, information about its Directors, a description and photographs of the healthcare facility to be operated by Four Corners, information regarding the services provided and to be provided, identification of the Chapters in the primary service area, and budgetary and staffing information.

The attached packet of Supplemental Information to the December 27, 2017 Proposal addresses all of the topics that you identified. We trust that this information is sufficient for the Navajo Nation Council to begin its consideration of our Proposal and to process our proposed resolution (as your Office may modify it) in conformity with Navajo law. Our proposed resolution is included as Appendix B with the Supplemental Information. As you will note, Four Corners seeks approval as a "tribal organization" for an initial term of 15 years, effective as of the date of approval of the resolution by the Navajo Nation Council.

If any additional information or clarification is desired, please do not hesitate to contact me. Thank you for your continued consideration.

Sincerely,

Woody Lee, Chairman
Board of Directors
Four Corners Regional Health Center
wlee_56@yahoo.com

RAZAGHI HEALTHCARE

NABIO-59-18

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE OF THE
23rd NAVAJO NATION COUNCIL -- Fourth Year, 2018

AN ACTION

RELATING TO NAABIK'ÍYÁTI' COMMITTEE; ACCEPTING THE RECOMMENDATION OF THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE AND GRANTING THE DESIGNATION OF "TRIBAL ORGANIZATION" TO THE FOUR CORNERS REGIONAL HEALTH CENTER, INC. FOR A PERIOD OF FIVE (5) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING THE FOUR CORNERS REGIONAL HEALTH CENTER, INC. TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS, SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON CONTINUING COMPLIANCE WITH ALL TERMS AND CONDITIONS AS APPROVED BY THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE OF THE NAVAJO NATION COUNCIL

BE IT ENACTED:

SECTION ONE. AUTHORITY

A. Pursuant to Navajo Nation Council Resolution CJY-33-10 and the Navajo Nation Code at 2 N.N.C. Section Five (5) "References to previous Standing Committees" which states in part "References in the Navajo Nation Code….to Government Services and Intergovernmental Relations Committees shall mean the Naabik'íyáti' Committee…" the Naabik'íyáti' Committee of the Navajo Nation Council exercises the authority to authorize and approve additional tribal organizations that have received the recommendation and approval of the Health, Education and Human Services Committee of the Navajo Nation Council. *See* **Exhibit A.**

SECTION TWO. FINDINGS

A. The Four Corners Regional Health Center has requested to be designated a "tribal organization" for a period of fifteen (15) years, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended). As found within **Exhibit B** at **Exhibit A.**

B. The Four Corners Regional Health Center was incorporated in the State of Arizona on June 26, 2017. ACC File No. 2198239-8. As found within **Exhibit B** at **Exhibit A.**

C. The Four Corners Regional Health Center serves the Navajo Nation Chapters of Aneth, Mexican Water, Red Mesa, Teec Nos Pos and Tolikan. As found within **Exhibit B** at **Exhibit A.**

D. The Four Corners Regional Health Center proposal for designation of "tribal organization" has been endorsed by separate resolutions adopted by all the named respective Chapters. As found within **Exhibit B** at **Exhibit A.**

E. The Health, Education and Human Services Committee of the Navajo Nation Council through Resolution HEHSCJY-19-18, has found it to be in the best interest of the Navajo Nation to approve and recommend to the Naabik'íyáti' Committee of the Navajo Nation Council that the Four Corners Regional Health Center be given the revocable designation of "tribal organization" for a period of fifteen (15) years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts, AND subject to the Terms and Conditions within the legislation herein attached as **Exhibit C** found therein at **Exhibit B.**

F. The Naabik'íyáti' Committee of the Navajo Nation Council finds it to be in the best interest of the Navajo Nation, upon approval and recommendation of the Health, Education and Human Services Committee (Committee), to approve giving the Four Corners Regional Health Center the revocable designation of "tribal organization" for a period of five (5) for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and subject to the continuing compliance with the Terms and Conditions as approved and adopted by the Committee and herein attached as **Exhibit C**, and found within **Exhibit C** at **Exhibit B.**

SECTION THREE. APPROVAL

The Naabik'íyáti' Committee of the Navajo Nation Council, upon approval and recommendation of the Health, Education and Human Services Committee (Committee), hereby approves giving the Four Corners Regional Health Center the revocable designation of "tribal organization" for a period of five (5) years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and subject to the continuing compliance with the requirement that management shall be all internal and not contracted out to any other entity

and with the Terms and Conditions as approved and adopted by the Health, Education and Human Services Committee and herein attached as **Exhibit C**, and found within **Exhibit C** at **Exhibit B**.

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 14 in Favor, and 02 Opposed, on this 11th day of October 2018.

LoRenzo C. Bates, Chairman
Naabik'íyáti' Committee

Motioned: Honorable Herman M. Daniels
Second : Honorable Jonathan Perry

Chairman LoRenzo C. Bates not voting

HEHSCJY-19-18

RESOLUTION OF THE
HEALTH, EDUCATION AND HUMAN SERVICES COMMITTE
23rd NAVAJO NATION COUNCIL -- Fourth Year, 2018

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING FOR APPROVAL OF THE NAABIK'IYATI' COMMITTEE THE DESIGNATION OF THE FOUR CORNERS REGIONAL HEALTH CENTER, INC., AS A NAVAJO NATION "TRIBAL ORGANIZATION" FOR A PERIOD OF FIFTEEN (15) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING IT TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON COMPLIANCE WITH ALL TERMS AND CONDITIONS AS REQUIRED

BE IT ENACTED:

SECTION ONE. AUTHORITY

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

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

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

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

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

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

SECTION TWO. FINDINGS

A. The Four Corners Regional Health Center has requested to be designated a "tribal organization" for a period of fifteen (15) years, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended). See **Exhibit A**.

B. The Four Corners Regional Health Center was incorporated in the State of Arizona on June 26, 2017. ACC File No. 2198239-8. See **Exhibit A**.

C. The Four Corners Regional Health Center serves the Navajo Nation Chapters of Aneth, Mexican Water, Red Mesa, Teec Nos Pos and Tolikan.

D. The Four Corners Regional Health Center proposal for designation of "tribal organization" has been endorsed by separate resolutions adopted by all the named respective Chapters. See **Exhibit A**.

E. The Health, Education and Human Services Committee of the Navajo Nation Council finds it to be in the best interest of the Navajo Nation to approve and recommend to the Naabik'i'yáti' Committee that the Four Corners Regional Health Center be given the revocable designation of "tribal organization" for a period of fifteen (15) years for the

purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended), subject to the Terms and Conditions as found attached at **Exhibit B**.

SECTION THREE. APPROVAL

A. The Health, Education and Human Services Committee of the Navajo Nation Council hereby approves and recommends to the Naabik'i'yáti' Committee that the Four Corners Regional Health Center be given the revocable designation of "tribal organization" for a period of fifteen (15) years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and Title V Self Governance Compacts pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended), subject to the Terms and Conditions as found attached at **Exhibit B**.

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

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Health, Education and Human Services Committee of the 23rd Navajo Nation Council at a duly called meeting at Window Rock, (Navajo Nation) Arizona, at which a quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 1 abstained this 23rd day of July 2018.

Jonathan L Hale

Jonathan Hale, Chairperson
Health, Education and Human Services Committee
23rd Navajo Nation Council

Motion: Honorable Nelson BeGaye
Second: Honorable Amber Kanazbah Crotty

EXHIBIT "A"

NAVAJO NATION CONDITIONS FOR HEALTH CARE SELF-GOVERNANCE TRIBAL ORGANIZATIONS

EXHIBIT "A"

Navajo Nation Conditions for Health Care Self-Governance Tribal Organizations

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

1. The Health Care Self-Governance Tribal Organization must qualify as a participant under the Indian Self-Determination Act (P.L. 93-638, as amended) by:
   (A) completing, to the satisfaction of the Navajo Nation Council, a planning phase as described under the Act and which includes:
      (1) legal and budgetary research; and
      (2) internal tribal government planning and organizational preparation relating to the administration of health care programs.
   (B) requesting participation in Title V, Self-Governance, by resolution by the governing body of the Navajo Nation; and
   (C) demonstrating financial stability and financial management capability for the 3 fiscal years immediately preceding the application for Title V, Self-Governance.

2. The Health Care Self-Governance Tribal Organization shall maintain its eligibility for third party payments under the Centers for Medicare and Medicaid Services (CMS).

3. The Health Care Self-Governance Tribal Organization shall maintain continued accreditation by a nationally recognized accreditation program.

4. The Health Care Self-Governance Tribal Organization shall operate and administer their Self- Governance Compact programs under the oversight of the Health and Social Services Committee and pursuant to the authority of the Navajo Nation. The Health Care Self-Governance Tribal Organization shall appear before and report to the Health and Social Services Committee and the Navajo Nation Council when requested to do so.

5. The Health Care Self-Governance Tribal Organization shall maintain compliance with all monitoring and reporting requirements duly established by the Health and Social Services Committee-, including:

(A) The Health Care Self-Governance Tribal Organization shall submit copies of all final Federal Single Audit Act audit reports, including Audited Financial Statements, and final survey reports issued by its nationally recognized accreditation organization(s) and all associated corrective action plans to the Health and Social Services Committee with copies to the Navajo Nation Division of Health.

(B) The Health Care Self-Governance Tribal Organization shall provide copies of the Self-Governance Compact and all Annual Funding Agreements to the Navajo Nation Division of Health.

(C) The Health Care Self-Governance Tribal Organization shall provide copies of its Annual Report to the Health and Social Services Committee with copies to the Navajo Nation Division of Health. The format, criteria, and due date of the Annual Report shall be determined by the Health and Social Services Committee.

6. The Health Care Self-Governance Tribal Organization shall maintain continued compliance with all applicable Navajo Nation laws and regulations, including, but not limited to, the Navajo Preference in Employment Act.

7. The Health Care Self-Governance Tribal Organization shall maintain compliance with all applicable Navajo Nation health care policies and priorities duly adopted by the Health and Social Services Committee.

8. The Health Care Self-Governance Tribal Organization will consult and cooperate with the Navajo Nation Division of Health concerning the public health needs and programs of the Navajo Nation.

9. The Health Care Self-Governance Tribal Organizations and Navajo Nation Division of Health shall timely develop an on-going written policy for consultation on matters of public health and have such policy approved by the Health and Social Services Committee.

10. The Health Care Self-Governance Tribal Organizations and Navajo Nation Division of Health and Navajo Nation Department of Emergency Medical Service shall enter Memorandum of Understandings for the Navajo Nation's use and occupancy of Health Care Self-Governance Tribal Organization facilities as long as such use and occupancy does not interfere with direct care services.

11. The Health Care Self-Governance Tribal Organization in its dealings with the federal and state government, be it lobbying, advocacy, litigation, or negotiating efforts, shall only take positions or make arguments consistent with official published Navajo Nation positions.

12. The Health Care Self-Governance Tribal Organization shall not directly charge any tribal member for health care services nor charge the Navajo Nation Employee Benefit Plan or Workers Compensation Plan for health care services provided to a covered tribal member unless the Indian Health Service would be able to charge the tribal member for the same service under the same circumstances unless otherwise authorized by the Navajo Nation Council.

13. The Health Care Self-Governance Tribal Organization shall provide direct patient care to all Native American eligible users unless otherwise authorized by the Navajo Nation Council.

MAR 2 : 2019

Consulting Contract
between
Four Corners Regional Health Center
and
Razaghi Healthcare Four Corners Health Center LLC

This Consulting Contract ("Contract") is dated as of November 30, 2018 (the "Effective Date") by and between Razaghi Healthcare Four Corners Health Center LLC, a Nevada limited liability company ("RH"), and Four Corners Regional Health Center, an Arizona non-profit corporation (the "Corporation") recently formed as a start-up organization to manage and operate a hospital facility located in Teec Nos Pos, AZ 86514 (the "Hospital"), subject to oversight by Indian Health Services, a division of the U.S. Department of Health and Human Services. RH and the Corporation are each a "Party" and collectively the "Parties" herein. If necessary and applicable, on or before the Effective Date, the disinterested members of the Corporation's Board of Directors (the "Board") will approve a final report by a qualified independent consultant engaged by the Board confirming that all of the payments made by the Corporation under this Contract, taken as a whole, are fair and reasonable, which will be attached hereto Exhibit A and incorporated herein by reference herein (the "Code Section 4958 Report").

RECITALS

A. WHEREAS, the nature of the Corporation's business requires, from time to time, the services of entities and/or persons who are not employees of the Corporation;

B. WHEREAS, RH possesses experience and skills which Corporation desires to utilize in furtherance of its business;

C. WHEREAS, the Corporation by Board action on or about July 21, 2017, expressed its desire and agreement to avail itself of the professional services available from and offered by RH pursuant to this Contract, and such other services as the Board may delegate to RH and RH may agree to perform from time to time (collectively, the "Consulting Services"); and

D. WHEREAS, RH is willing to provide the Consulting Services in a manner that will not constitute or create a conflict of interest, violation of fiduciary duty, or appearance of impropriety, all on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Term and Effect of Contract. The terms of this Contract are effective as of the Effective Date and will expire on September 30, 2022; provided, however, that this Contract will automatically renew for successive two (2) year terms unless the Party that does not intend to renew provides written notice to the other Party of such intent no later

than 180 days prior to the expiration of the then current term of this Contract (the "Term").

2. Board Authority and Control. The full authority and ultimate control of the Corporation shall at all times remain exclusively with the Board. The Board shall retain all authority placed in it by law and its bylaws, as may be amended from time to time, and shall retain such other authority as shall not have been specifically delegated by it to RH as an independent contractor pursuant to the terms of this Contract. The Board shall retain the full responsibility for compliance by the Corporation with all applicable federal, tribal, state, and local laws, including, without limitation, compliance with federal, tribal, and state laws relating to fraud, false claims, and similar claims of abuse or wrongdoing by hospitals and other healthcare providers, compliance with the Federal Stark Law, 42 U.S.C. §1395nn, et seq., compliance with all applicable laws and regulations concerning the confidentiality of personal health information, and compliance with the Office of Inspector General's "Model Compliance Guidelines for Hospitals."

3. Scope of Services. Without limiting the generality of the Board Authority and Control described in Section 2 above, and subject to the terms and conditions of this Contract, RH agrees to assist the Corporation with certain services related to the operations of the Corporation as reasonably requested by the Corporation. RH represents that it has the qualifications, experience, and ability to properly perform the services. All of the services to be performed by RH will be as agreed between RH and the Board. RH will be required to report to the Board concerning the services performed under this Contract. The nature and frequency of these reports will be left to the discretion of the Board.

A. Prior to execution of a contract approved pursuant to the Indian Self-Determination and Education Assistance Act ("ISDEAA"), P.L. 93-638 as amended, 25 U.S.C. §§ 450, 450a, et seq. (the "ISDEAA Contract Approval"), it is contemplated that the Consulting Services will include:

1. Start-Up. Advice and assistance to the Corporation in connection with its start-up operations and referrals for corporate counsel to the Corporation.

2. Fund Raising. Assist with fund raising activities, which may include start-up or pre-award costs under the ISDEAA, loans and/or donations to the Corporation for working capital purposes, including payments to RH pursuant to the terms of this Contract. RH will not be paid any remuneration beyond the remuneration for Consulting Services set forth in this Contract based on the success of fund raising activities.

3. Governmental Approvals. Assist in (a) securing approval from the IRS with respect to the Corporation's IRC Code Section 501(c)(3) status, (b) negotiating and securing ISDEAA Contract Approval, and (c) securing any clearance required from the U.S. Department of Health and Human Services.

4. Other. Provide such other Consulting Services as RH and the Corporation may mutually agree upon from time to time.

B. Upon receipt of ISDEAA Contract Approval, RH shall specifically have the responsibility and commensurate authority, subject, where applicable under the terms of this Contract, to the direction and prior approval of the Board, the written policies of the Board and budgets approved by the Board as hereinafter provided, for the following activities:

1. Medical Staff: Medical and Professional Matters. The Corporation's medical staff shall be organized and shall function in accordance with bylaws approved by the medical staff and all laws and regulations applicable to the Hospital under the ISDEAA Contract or otherwise. All matters requiring professional medical judgment shall remain the responsibility of the Corporation's medical staff and allied health professionals. RH shall have no responsibility whatsoever for such medical judgments, although RH may consult with the medical staff and the Board, as deemed appropriate by RH from time to time.

2. Authority and Responsibility of RH. Subject to the terms and conditions of this Contract, RH shall have the right and commensurate authority and responsibility, express or implied, to oversee the administrative and business services as are necessary and appropriate for the day-to-day business operations of the Corporation. RH agrees to utilize its experience and knowledge in providing such oversight to the Hospital in providing advice and recommendations to the Board. Any powers not specifically delegated or granted by the Board to RH will remain with the Board. In the absence of oral or written direction or written policies of the Board, the Board authorizes RH, on the Board's behalf, to exercise RH's reasonable business judgment in such oversight activities. RH shall specifically have the responsibility and commensurate authority, subject, where applicable under the terms of this Contract, to the direction and prior approval of the Board, the written policies of the Board and budgets approved by the Board as hereinafter provided, for the following activities:

a. Personnel Administration. RH, acting on behalf of and as agent for the Corporation, shall be responsible for overseeing the recruitment, hiring, promotion, disciplining, and firing of (i) Corporation key executives who report to RH, including without limitation the Chief Executive Officer, the Co-Chief Executive Officer/Administrator, the Chief Medical Director, the Chief Financial Officer, the Chief Operations Officer, and the Chief Nursing Officer (collectively, the "Key Executives") and (ii) other healthcare consultants to assist the Corporation's executives, directors, and managers (such Key Executives and healthcare consultants are collectively referred to as "RH Personnel") in accordance with the Board-approved policies of the Corporation and applicable law. RH shall have the right to place and replace RH Personnel at the Corporation with independent contractors and professional consultants for RH or employees of RH. RH shall

identify any and all such RH Personnel, all of whom shall be, in RH's reasonable business judgment, fully qualified and able to perform all of other duties of the particular position. The Corporation shall pay to RH the cost of the services of any such RH Personnel based on the fair market value of their services. The Corporation shall not solicit or hire any such RH Personnel to work directly for the Corporation as an employee or an independent contractor during the Term and for one (1) year thereafter without the prior written consent of RH, and, if any RH Personnel is hired or engaged by the Corporation without RH's prior written consent at any time until one year after the expiration or other termination of this Agreement, the Corporation shall pay at the time of hire or engagement to RH an amount equal to lost net revenue suffered by RH for a period of one year as calculated by RH in its reasonable business judgment and consistent with any applicable rate sheet, or, if such person or entity were not employed or engaged by RH for the full year prior to the time of such hire or engagement, such lost net revenue to which RH would have otherwise been entitled for a full year as calculated pursuant to any applicable rate sheet.

RH shall have the right to supervise any member of the staff of the Corporation to further the administrative and business services of the Corporation as are necessary and appropriate for, including without limitation physician recruiting, onboarding, retention, and assisting the medical staff with its physician credentialing and privileges process, taking into consideration the qualifications, performance or misconduct of such staff members and the staffing requirements of the Corporation necessary for quality patient care; provided, however, that RH's supervisory authority shall not extend to any aspect of any staff member's professional medical judgment or medical actions unless such judgment or actions are found to constitute medical malpractice, gross negligence, or willful misconduct, in which case RH may impose appropriate discipline, up to and including termination of such staff member. RH will use commercially reasonable efforts to recruit and train replacements for resident Key Executives in advance of the expiration of this Contract.

b. Accounting and Financial Records.

i. Accounting Procedures. RH shall be responsible for overseeing the establishment and administration of accounting procedures and controls, in accordance with generally accepted accounting principles, and overseeing the establishment and administration of systems for

development, preparation and safekeeping of records and books of account relating to the business and financial affairs of the Corporation (the originals to remain at the Corporation).

ii. Budgets. RH shall submit to the Board for approval (which approval shall not be unreasonably denied, withheld, or delayed) the following budgets covering the Corporation's operations for the next fiscal year:

1. Capital Expenditures. A capital expenditure budget outlining a program of capital expenditures for the next fiscal year.

2. Operating Budget. A projection of cash receipts and disbursements based upon the proposed operating and capital budgets, together with recommendations as to the use of projected cash flow.

c. Collection of Accounts. RH shall oversee the issuance of bills for services and materials furnished by the Corporation, including acting as the Corporation's agent to bill third party payors (including Government payors) and the collection of accounts and monies owed to the Corporation, including the responsibility to enforce the rights of the Corporation as creditor under any contract or in connection with the rendering of any service in accordance with Board-approved policy.

d. Cost Reports. RH shall oversee preparation of the Corporation's annual Medicare cost reports. The Corporation, however, shall have the ultimate responsibility for the submission of its cost reports, and any such cost reports shall be approved by the Board and signed by the Chairperson of the Board.

e. Payment of Accounts and Indebtedness. RH shall oversee the payment of payroll, trade accounts, amounts due on short and long-term indebtedness, taxes and all other obligations of the Corporation; provided, however, that RH's responsibility under this paragraph shall be limited to the exercise of reasonable diligence and care to apply the funds collected in the operation of the Corporation to its obligations in a timely and prudent manner.

f. Depositories for Funds. RH shall oversee the maintenance of accounts, including certificates of deposits, in such banks, savings and loan associations and other financial institutions as the Board may from time to time select with such balances therein (which may be

interest bearing or non-interest bearing) as RH shall from time to time deem appropriate. All such bank accounts shall be maintained in the name of the Corporation, and checks withdrawing funds from said bank accounts in said depositories shall be signed only in a manner determined from time to time by the Board.

g. Contracts Management. Subject to any applicable legal and regulatory requirements, RH may negotiate, enter into, terminate, delegate, and administer all contracts to discharge the scope of services required in the Board-approved capital expenditure and operating budgets. Contracts with an annual cost in excess of $150,000 that are not included in the annual capital expenditure and operating budgets shall be subject to prior Board approval, which approval shall not be unreasonably denied, withheld, or delayed.

h. Indian Self-Determination and Education Assistance Act Contract. RH shall annually oversee preparation of the Corporation's Indian Self-Determination and Education Assistance Act contract proposal and/or Annual Funding Agreement with the U.S. Department of Health and Human Services. The Corporation, however, shall have ultimate responsibility for the execution of any such contract, and any such contract shall be approved by the Board and signed by the Board's President or Chairperson, at the direction of and acting for the Board.

i. Special Counsel. Whenever RH in its sound business judgment determines that it is necessary to retain special counsel on a specific legal matter to assist RH and represent the Corporation in such a matter, RH shall have the authority to retain such special counsel on such terms and conditions as RH in its sound business judgment deems reasonable. RH shall invoice to the Corporation the cost of such special counsel's legal services and expenses, and the Corporation shall pay any such invoice upon receipt of same.

j. Protected Health Information. In the course of its business, Corporation receives, maintains, and/or discloses Protected Health Information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, the HIPAA Amendments issued pursuant to the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, and the 2013 Omnibus Rule. RH, in the course of providing services to Corporation, may receive, disclose, store, transfer, or dispose of PHI received from or on behalf of Corporation. Corporation and RH are subject to the provisions of HIPAA, HITECH, and the Omnibus Rule, and are required to protect the privacy and provide for the security of PHI. Concurrently with the execution of this Contract, RH agrees to

enter into an agreement with Corporation for the protection of PHI in the form set forth in Exhibit C to this Contract.

3. Tribal Organization Status, Licensing, Certification, Provider Relations, and ISDEAA contract.

a. Licensing. It shall be the Corporation's sole responsibility to keep and maintain its operating licenses under the laws of the State of Arizona and to ensure that all Corporation services comply with all applicable provisions of federal, tribal, state, and local statutes, rules and regulations. RH shall assist and cooperate with the Corporation's efforts to ensure that its licenses and certifications are maintained in good standing.

b. Certification. The Corporation will obtain Medicare Certification, and it shall be the Corporation's sole responsibility to obtain, keep and maintain in good standing its Medicare Certification and to ensure that all Corporation services comply with all applicable provisions of federal, tribal, state, and local statutes, rules and regulations. RH shall assist and cooperate with the Corporation's efforts to obtain, keep and maintain in good standing its Medicare Certification.

c. Accreditation. If RH deems it necessary or desirable to obtain accreditations from one or more accredited agencies, RH will use its reasonable business judgment to recommend such accreditations to the Board and, subject to Board approval, select the appropriate accredited agencies. It shall be the Corporation's sole responsibility to obtain, keep and maintain in good standing any and all such accreditations. RH shall assist and cooperate with the Corporation's efforts to obtain, keep and maintain in good standing any and all such accreditations.

d. Provider Relations. The Corporation shall conduct all of its relationships with providers, including its medical staff, in full compliance with all applicable laws and regulations. The Corporation covenants and agrees that prior to admitting a new member to the medical staff or entering into a new agreement with a contractor, the Corporation will conduct appropriate credentialing of those providers, including, but not limited to, taking steps to determine whether those providers have ever been included on the OIG's "exclusion list" of providers sanctioned or excluded from participation in a federal or state or tribal healthcare program.

e. It shall be the Corporation's sole responsibility to comply with any ISDEAA and related contracts with the Department of Health and Human Services and with all pertinent provisions of all laws and regulations applicable to the Hospital.

4. RH Compensation. RH shall invoice the Corporation pursuant to its current Rate Sheet, a copy of which is attached hereto as Exhibit B. RH may provide discounts to the Corporation in its discretion, and, upon one hundred and eighty (180) days' notice to the Corporation, may revise upward or downward such Rate Sheet from time to time consistent with Fair Market Value; and the most current revised Rate Sheet shall be deemed to have replaced Exhibit B to this Contract. The Corporation agrees to pay RH compensation for its Consulting Services pursuant to paragraphs 4(A)-(C) and (E), below; all money owed under any prior agreement with RH; and all third-party charges incurred by RH for services rendered to the Corporation. RH will invoice the Corporation for its Consulting Services and all third-party charges - e.g., supplier, legal, accounting, architecture, engineering and other outside consultants, on a bi-weekly basis ("RH Invoices"), and the Corporation shall promptly pay RH Invoices upon receipt. Any RH Invoices dated prior to ISDEAA Contract Approval that are not timely paid will accrue interest at the rate of ten percent (10%) per annum and be due and payable immediately upon ISDEAA Contract Approval; provided, however, that, to the extent the Corporation is insolvent at the time of or at any time after ISDEAA Contract Approval, then all unpaid RH Invoices will continue to accrue interest at the rate of ten percent (10%) per annum and be immediately due and payable to the extent that payment of such invoices will not cause the Corporation to become or remain insolvent. Each and every payment to RH under this Contract is to be made by direct deposit to RH at an address (which may include a particular bank, account number and routing number) to be provided to the Corporation upon the Corporation's receipt of funding. RH may change its Bank Account and/or Routing Number by providing written notice of such change(s) to the Corporation at the address and by the means stated in Section 10 hereof.

A. Base Compensation. For each Corporation fiscal (calendar) year (the "Fiscal Year"), the Board shall pay base compensation to RH in accordance with the Executive Management and Consulting Services Rate Sheet included in the then current Code Section 4958 Report (the "Base Compensation"). For the avoidance of doubt, for purposes of this Section 4.A., to the extent that this Contract expires or terminates for any reason, the Corporation will pay to RH any unpaid Base Compensation through the date of expiration or termination within within 30 days after receipt of invoice. Notwithstanding any such expiration or termination, RH shall be authorized, subject to any subsequent reconciliation requested by either the Corporation or RH, to collect any unpaid Base Compensation from any Corporation funds under RH's control, including any escrow or contingency funds that may be established.

B. Incentive Fee. The Board shall pay an annual incentive fee to RH of six percent (6.0%) of the operating costs of the Hospital (the "Annual Incentive Fee") for each Fiscal Year during the Term, as such Term may be extended by the Corporation and RH. The Annual Incentive Fee for each Fiscal Year will be paid

by the Corporation to RH as follows: (a) seventy percent (70%) of the Annual Incentive Fee for a Fiscal Year shall be paid in twenty-six (26) equal installments, with each installment included in the bi-weekly invoices submitted by RH to the Corporation, and (b) if the Board determines that RH's performance is at least satisfactory for such Fiscal Year, the remaining thirty percent (30%) of the Annual Incentive Fee for the Fiscal Year shall be paid in one lump sum within 30 days after receipt of invoice. For the avoidance of doubt, for purposes of this Section 4.B., to the extent that this Contract expires or terminates for any reason, the Corporation will pay to RH any remaining unpaid Annual Incentive Fee for a Fiscal Year, which payment will be made in one lump sum within within 30 days after receipt of invoice. Notwithstanding any such expiration or termination, RH shall be authorized, subject to any subsequent reconciliation requested by either the Corporation or RH, to collect any unpaid Incentive Fees from any Corporation funds under RH's control, including any escrow or contingency funds that may be established.

C. Retention Payments. To further incentivize RH to continue its provision of Consulting Services to the Corporation during the Term, the Corporation will pay to RH annual retention payments (each, a "Retention Payment" and collectively, the "Retention Payments") in an amount equal to the annual average of the total compensation that RH would have received if this Contract had or has remained in effect for a period of four (4) Fiscal Years (the "Retention Payment Amount"), as follows:

1. With respect to the first Fiscal Year of the Term, the Corporation will pay twenty-five percent (25%) of the Retention Payment Amount to RH within 30 days after receipt of invoice;

2. With respect to the second Fiscal Year of the Term, the Corporation will pay twenty-five percent (25%) of the Retention Payment Amount to RH within 30 days after receipt of invoice;

3. With respect to the third Fiscal Year of the Term, the Corporation will pay twenty-five percent (25%) of the Retention Payment Amount to RH within 30 days after receipt of invoice; and

With respect to the fourth Fiscal Year of the Term, the Corporation will pay twenty-five percent (25%) of the Retention Payment Amount to RH within 30 days after receipt of invoice. (For purposes of this Section 4.C., the sum of the amounts described in clauses 1, 2, 3 and 4 of this Section 4.C. is referred to as the "Total Retention Payment Amount"). For the avoidance of doubt, for purposes of this Section 4.C., to the extent that this Contract expires or terminates for any reason prior to completion of the fourth Fiscal Year, the Corporation will pay to RH the Total Retention Payment Amount, less any Retention Payment Amount previously paid by the Corporation to RH, which payment will be made in one lump sum within 30 days of such expiration or termination occurred. Notwithstanding any such expiration or termination, RH shall be authorized, subject to any subsequent reconciliation requested by either the Corporation or RH, to collect any unpaid Retention Amount Payments from any Corporation funds under RH's control, including any escrow or contingency funds that may be established; provided, however,

that, in the event that this Agreement is terminated for any reason prior to the completion of the Fourth Fiscal year and that the Corporation disagrees with RH's estimation of the proper Total Retention Payment Amount as reflected in RH's presentation of its calculations to the Corporation, RH and the Corporation agree to have a nationally recognized business/economics firm on RH's approved Rate Sheet and selected by RH in its reasonable business judgment to determine within 60 days of such termination the appropriate amount, which shall be binding on both RH and the Corporation. In such event, the cost of such expert services shall be borne equally by the Corporation and RH.

D. No Severance Payment on Expiration or Termination. The timely payment by the Corporation to RH of the Total Retention Payment Amount will constitute the Corporation's full satisfaction of its obligations under Section 4.C., and the Corporation shall have no further obligation to make any other severance or termination payments to RH under Section 4.C.; provided, however, that, for the avoidance of doubt, all RH Compensation under Sections 4.A., 4.B., and 4.E. will be due and payable in accordance with the terms of this Section 4.

E. Discretionary Performance Fee. From time to time during any Fiscal Year during the Term, the Board may consider, in its sole and absolute discretion, the Board's payment of a performance fee to RH that is consistent with the then current Code Section 4958 Report during any period in which RH operated under extraordinary circumstances, exhibited outstanding merit, or delivered exceptional performance and results (the "Discretionary Performance Fee"). For the avoidance of doubt, payment of any Discretionary Performance Fee under this Section 4.E. will be made in one lump sum within 30 days after receipt of invoice following the Board's approval of the Discretionary Performance Fee. Notwithstanding any such termination, RH shall be authorized, subject to any subsequent reconciliation requested by either the Corporation or RH, to collect any unpaid Discretionary Performance Fee at or after that time from any Corporation funds under RH's control, including any escrow or contingency funds that may be established.

F. Section 409A of Internal Revenue Code. The payments and benefits provided hereunder are intended to be structured in a manner to avoid the implication of any penalty taxes under Section 409A of the Internal Revenue Code, as amended (the "Code"). Notwithstanding any provision in this Contract to the contrary:

1. If any payment under this Contract is determined to be subject to Section 409A of the Code, this Contract shall be interpreted and administered so that such payments comply to the fullest extent possible with Section 409A of the Code. The payment (or commencement of a series of payments) of any nonqualified deferred compensation (within the meaning of Section 409A of the Code) to RH upon expiration or termination of this Contract shall be delayed until such time as RH has also undergone a "separation from service" as defined in Treas. Reg. 1.409A-1(h), at which time such nonqualified deferred compensation (calculated as of the date of the expiration or termination of this Contract) shall be paid (or commence to be paid) to RH as scheduled in this Contract as if this Contract expired or terminated on the date of RH's ultimate "separation from service."

2. Any payment otherwise required to be made to RH hereunder at any date as a result of the expiration or termination of this Contract shall be delayed for such period of time as may be necessary to meet the requirements of Section 409A(a)(2)(B)(i) of the Code (the "Delay Period"). On the first business day following the expiration of the Delay Period, RH shall be paid, in a single cash lump sum, an amount equal to the aggregate amount of all payments delayed pursuant to the preceding sentence and any remaining payments not so delayed shall continue to be paid pursuant to the payment schedule set forth herein.

3. Each payment hereunder shall be deemed to be a separate and distinct payment for purposes of Section 409A of the Code.

4. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Contract constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by the Corporation no later than the last day of the taxable year following the taxable year in which such expense was incurred by RH, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; provided that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect.

5. D&O Insurance. The Corporation agrees to provide RH with D&O insurance covering any actions or omissions of RH and RH Personnel with coverage limits not less than $5,000,000 per claim or occurrence. Such insurance shall have adequate "tail" coverage to protect RH and RH Personnel from any claims made after the expiration or termination of this Contract for any actions or omissions alleged to have occurred prior to expiration or termination of this Contract. The Corporation also agrees to pay for RH's directors and officers their errors and omissions insurance and professional liability insurance with like coverage limits and tail coverage.

6. Breach, Remedies, and Expiration or Termination of Contract. All of the obligations, covenants, representations, and duties of the Parties hereunder are material terms of this Contract.

A. Expiration of Contract. To the extent that this Contract expires, the Corporation will pay to RH the sum of all unpaid Retention Payment Amounts (collectively, the "Total Unpaid Retention Payment Amount"), together with all other amounts due to RH including under Sections 4.A., 4.B., and 4.E. of this Agreement (the Total Unpaid Retention Payment Amount plus such other amounts due being the "Amount Due on Expiration or Termination") in one lump sum within 30 days after receipt of invoice after such expiration occurred. Notwithstanding any such expiration, RH shall be authorized, subject to any subsequent reconciliation

requested by either the Corporation or RH, to collect the Amount Due on Expiration or Termination from any Corporation funds under RH's control, including any escrow or contingency funds that may be established.

B. Termination of Contract by the Corporation. In the event that the Corporation terminates this Contract for any reason with or without cause, the Corporation will pay to RH the Amount Due on Expiration or Termination in one lump sum on or before within 30 days after receipt of invoice after such termination occurred or, in RH's sole discretion, the Amount Due on Expiration or Termination shall be due and payable in two lump sum payments. The first such payment shall be seventy-five percent (75%) of the Amount Due on Expiration or Termination and shall be paid seven (7) days prior to any expected termination. The second such payment shall be twenty-five percent (25%) of the Amount Due on Expiration or Termination and shall be paid seven (7) days after the final termination date. Notwithstanding any such termination, RH shall be authorized, subject to any subsequent reconciliation requested by either the Corporation or RH, to collect the Amount Due on Expiration or Termination from any Corporation funds under RH's control including any escrow or contingency funds that may be established

C. Termination of Contract by RH. In the event that RH terminates this Contract for any reason with or without cause, the Corporation will pay to RH the Amount Due on Expiration or Termination in one lump sum within 30 days after receipt of invoice after such termination occurred. Notwithstanding any such termination, RH shall be authorized, subject to any subsequent reconciliation requested by either the Corporation or RH, to collect the Amount Due on Expiration or Termination from any Corporation funds under RH's control, including any escrow or contingency funds that may be established.

D. Notice and Cure. Notwithstanding any contrary provision or the operation of law, this Contract shall not be terminated because of a breach by Corporation or RH of any of the terms, provisions or conditions contained herein unless and until the non-breaching party has given the breaching party written notice of any such breach and such breach has not been cured within a period of thirty (30) calendar days after receipt of such notice of such breach.

7. Office Equipment, Furniture, and Services. As soon as practicable after the ISDEAA Contract Approval, the Corporation shall rent to RH adequate office space, furniture, and equipment for fair market value for use by RH while performing its duties at the Corporation. In addition, the Corporation shall provide such technical, secretarial, and other support personnel as RH shall require from time to time. If such space, furniture, equipment, or support personnel supplied to RH by the Corporation is found inadequate by RH, RH shall so inform the Board and request that such inadequacy be corrected. If the request is not voted upon by the Board within a reasonable time or the inadequacy is not corrected by the Board, then RH shall have the option to purchase such assets or services and bill the cost of same to the Corporation; provided, however, that such purchases shall be reasonable under the circumstances in RH's sound business judgment.

8. Independent Contractor. In performing the Consulting Services, it is understood and agreed that RH is acting as an independent contractor only. RH is not to be considered an employee of the Corporation for any purpose. RH may not be physically present at all times at the Corporation, and will provide services as deemed necessary at the RH corporate office location. This Contract does not require RH to perform work exclusively for the Corporation, and the Corporation does not dictate the time of performance by RH under this Contract. The Corporation will not combine business operations with RH rather than maintaining these operations separately. This Contract does not prevent RH from pursuing other ventures, including submitting proposals in response to future requests for proposals. In addition, services provided by RH and RH Personnel to any other hospital, or service by RH Personnel on any other hospital's or other corporation's Board of Directors shall not constitute a violation or any conflict of any duty to the Corporation.

9. Assignment. Neither RH nor the Corporation may assign any rights, duties or interests in this Contract to any other person or organization without the prior written consent of the other party.

10. Notices. Any notice required or permitted to be given under this Contract shall be sufficient if in writing and if sent by certified mail (return receipt requested) as follows:

THE CORPORATION OR THE BOARD:

Four Corners Regional Health Center
Attention: Board Chairperson
6 Miles West 5054
Sweetwater, AZ 86514

RH:

Razaghi Healthcare Four Corners Health Center LLC
7150 E. Camelback Rd., Ste. 444
Scottsdale, AZ 85251

With copies to:
Osborn Maledon, PA
Attn: Chris Stachowiak, Esq.
2929 N Central Ave., Suite 2100
Phoenix, AZ 85012

Or to such other address as either Party shall designate by written notice to the other Party in accordance with this Section 10.

11. Records. RH shall keep records of all services performed under this Contract and provide copies of such records to Corporation upon expiration or termination of this Contract, or as requested by Corporation.

12. Non-Disclosure of Confidential Information. This Agreement shall be kept in the strictest confidence by both RH and the Corporation, except to the extent it is required for

auditing, accounting, or legal purposes or to comply with an unappealable, final order of a court or governmental agency with jurisdiction. RH agrees to use its reasonable business judgment to protect from disclosure and hold in confidence any and all proprietary information, and other matters owned by the Corporation and brought to RH' s attention (collectively the "Information") by the Corporation during the course of this Contract, whether in written or oral form. Without the prior written consent of the Corporation, RH agrees not to use the Information for any purpose other than the performance of services to be provided by RH under this Contract, except to extent that RH, in its reasonable business judgment, determines any other use of the Information to be appropriate. However, RH shall not be so restricted where (i) Information is now or becomes public through no fault of RH, or (ii) RH already had Information in its possession from its own work prior to the date of execution of this Contract, or (iii) RH received Information from a third party on a non-confidential basis and not derived from the Corporation with an obligation to preserve confidentiality, or (iv) use of such Information is necessary or desirable to refute or defend against any allegation of negligence or wrongdoing by RH, RH Personnel, or counsel engaged by RH. Similarly, confidential and/or proprietary information of RH (including processes, formulas, rate sheets, discounts, personnel-related information, data, reports, summaries, documents, photographs, financial information, RH attorney work product, and/or industry data not generally available and which may provide RH with a competitive advantage) may be disclosed to the Corporation in the course of RH's performance of its duties, and the Corporation shall use its reasonable business judgment to protect from disclosure and hold in confidence any and all of RH's confidential and/or proprietary information, and shall not use or disclose such information for any purpose unless (i) such information is now or becomes public through no fault of the Corporation, or (ii) the Corporation already had such information in its possession from its own work prior to the date of execution of this Contract, or (iii) the Corporation received such information from a third party on a non-confidential basis and not derived from RH with an obligation to preserve confidentiality, or (iv) use of such information is necessary or desirable to refute or defend against any allegation of negligence or wrongdoing by the Corporation, the Corporation's Board or personnel, or counsel engaged by the Corporation.

13. General Provisions. The following general provisions shall apply to this Contract:

A. Entire Contract. This Contract contains the entire understanding between the Parties and entirely supersedes as of the Effective Date hereof any prior understandings and contracts between them respecting the subject matter of this Contract; provided, however, that this paragraph shall not extinguish the Corporation's prior debt to RH under any previous agreement between the Corporation and RH, which debt is hereby ratified by the Corporation as presently due and owing to RH.

B. Binding Effect. This Contract shall extend to and be binding upon the Parties hereto, their successors and assigns. This Contract may not be altered except by a contract addendum or amendment in writing signed by both Parties hereto.

C. Separability. Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable any such provision in any other jurisdiction. If any provisions of this Contract, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

D. Governing Law. This Contract shall be deemed to be executed in the state of Arizona and shall be construed in accordance with the laws of that state without regard to the principles of conflict of laws or other rule of law that would result in the application of the law of any jurisdiction other than the state of Arizona.

E. Counterparts. This Contract may be executed in several counterparts and all so executed shall constitute one Contract, binding on the Parties hereto even though both Parties are not signatories to the original or the same counterpart.

F. Headings. The headings of this Contract are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

G. Waiver. Failure of either Party at any time to require performance of any provision of this Contract shall not limit the Party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of that or any other provision or a waiver of the provision itself or any other provision.

H. Indemnity. The Corporation agrees to indemnify, defend and otherwise hold harmless RH from and against any and all claims, demands, damages or costs for personal injury, death or property damage arising out of RH's performance of its obligations under this Contract, except that the Corporation shall have no obligation to indemnify RH from claims based on gross negligence or intentional misconduct by RH as determined by an unappealable judgment of a court of competent jurisdiction, or any criminal conviction (including the acceptance of any plea of *nolo contendere*) of RH and/or RH officers or other key employees, arising out of or related to the services provided by RH pursuant to the terms of this Agreement. By way of example and not limitation, the Corporation expressly agrees to indemnify, defend and otherwise hold harmless RH from and against claims, demands, damages, or costs for personal injury, death, property damages, or contract damages brought by any person, including without limitation any current, future or former employee(s) of the Corporation against RH under any contract, tort, or other theory arising out of or related to the services provided by RH pursuant to the terms of this Agreement, and including any and all laws governing employer/employee relations or procurements, including but not limited to claims brought before the Office of Navajo Labor Relations, the Navajo Nation Labor Commission, or the courts of the Navajo Nation under the Navajo Preference in Employment Act and the Navajo Business Opportunity Act. RH agrees to indemnify, defend and otherwise hold harmless the Corporation from and against any and all claims, demands, damages, or costs, whether under a

contract, tort or other theory, for personal injury, death or property damage arising out of the performance of RH's duties hereunder and proximately caused by the gross negligence or willful misconduct of RH and/or RH officers or other key RH employees.

I. Arbitration. Except for actions brought to obtain injunctive relief, if at any time during or after the term of this Contract any dispute, difference, or disagreement shall arise upon or in respect of this Contract, any breach hereof, or the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbitrator agreed upon by the Parties, or if no single arbitrator can be agreed upon, an arbitrator or arbitrators shall be selected in accordance with Title 12, Chapter 9, Article 1, Arizona Revised Statutes and such dispute, difference, or disagreement shall be settled by arbitration in accordance with that Article, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

J. Attorney's Fees. In the event an arbitration, suit or action is brought by any Party under this Contract to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing Party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.

K. Presumption. The Parties hereto are sophisticated business entities represented by counsel. Both Parties were involved with the drafting and the negotiations leading to this Contract. Therefore, this Contract, or any section thereof, shall not be construed against any Party due to the fact that said Contract or any section thereof was drafted by said Party.

L. Cultural Sensitivity. RH will use its best efforts to observe Native American cultural sensitivities in fulfilling its obligations under this Contract.

M. Further Action. The Parties hereto shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purpose of this Contract.

N. Good Faith, Cooperation and Due Diligence. The Parties hereto covenant, warrant, and represent to each other that each shall perform its obligations under this Contract to the other cooperatively and in good faith, and with honesty in fact.

O. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party nor is it intended that any provision shall be for the benefit of any third party.

P. Signatures Authorized. Each individual signing this Contract on behalf of a corporate entity represents and warrants that he or she is authorized to execute this Contract on behalf of such entity. The Corporation represents and warrants that this Contract has been duly approved by the attached resolution of the

Corporation's Board of Directors, and that such resolution is in full force and effect as of the date set forth below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands, effective as of the Effective Date.

CORPORATION

Four Corners Regional Health Center

By: _____
Woody Lee, Chairperson
6 Miles West 5054
Sweetwater, AZ 86514

November 30, 2018
Date

RH

Razaghi Healthcare Four Corners Health Center LLC

By: _____
Ahmad R. Razaghi, Manager
7150 E. Camelback Rd., Ste. 444
Scottsdale, AZ 85251

November 30, 2018
Date

Exhibit B

Professional Consulting Services Rate Sheet

Position	Standard Hourly Rate	Negotiated Discount	FCRHC Discounted Rate	Provider	Service Type
Economic Consultant, Professional Staff	$690.00		$480 - $600	Compass Lexecon	Consulting
Financial Consultant, Partner	$675.00	27.41%	$490.00	BDO USA LLP	Consulting
Special Counsel litigation, Partner - Regulatory and ISDEAA	$660.00	25.75%	$490.00	Lewis Brisbois Bisgaard & Smith	Legal
Financial Consultant, Managing Director	$595.00	20.04%	$476.00	BDO USA LLP	Consulting
Special Counsel litigation, Partner - Real Estate	$595.00	32.77%	$400.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Partner - Intellectual Property	$595.00	28.57%	$425.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Partner - Corporate & Life Sciences	$595.00	34.45%	$390.00	Lewis Brisbois Bisgaard & Smith	Legal
Economic Consultant, Research Staff	$560.00		$220 - $560	Compass Lexecon	Consulting
Special Counsel litigation, Partner - Appellate	$550.00	18.18%	$450.00	Lewis Brisbois Bisgaard & Smith	Legal
President, Partner	$530.00	6.60%	$495.00	RITE/CRHC	Consulting
Professional Consultant litigation expert witness, Partner	$460.00		$460.00	Healthcare Appraisers, Inc.	Legal
Special Counsel litigation, Associate - Regulatory and ISDEAA	$450.00	12.22%	$395.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Partner	$445.00		$445.00	Osborn Maledon	Legal
Special Counsel litigation, Partner - Employment	$415.00	15.66%	$350.00	Lewis Brisbois Bisgaard & Smith	Legal
Professional Consultant, Partner	$410.00		$395.00	Healthcare Appraisers, Inc	Legal
Professional Consultant litigation expert witness, Director	$410.00		$390.00	Healthcare Appraisers, Inc.	Legal
Executive Healthcare Consultant	$410.00	23.17% to 46.34%	$220.00 to $315.00	RITE/CRHC	Consulting
Physician, Emergency Medicine	$400.00		$270.00 to $400.00	Compl health	Medical
Professional Consultant IT/IS litigation testimony, Partner	$400.00		$400.00	McGovern & Greene	Legal
Information Systems Consultant, Project Manager	$400.00	46.25% to 77.50%	$90.00 to $215.00	RITE/CRHC	Consulting
Information Systems Consultant, Senior Project Manager	$400.00	46.25% to 51.25%	$195.00 to $215.00	RITE/CRHC	Consulting
Special Counsel Criminal Defense, Partner	$400.00		$400.00	The Rothstein Firm	Legal
Financial Consultant, Manager	$395.00	20.00%	$316.00	BDO USA LLP	Consulting
Special Counsel litigation, Partner	$375.00	26.67%	$275.00	Lewis Brisbois Bisgaard & Smith	Legal
Professional Consultant litigation expert witness, Manager	$360.00	-	$360.00	Healthcare Appraisers, Inc.	Legal
Financial Consultant, Senior Associate	$360.00	20.00%	$288.00	BDO USA LLP	Consulting
Professional Consultant, Director	$350.00	-	$350.00	Healthcare Appraisers, Inc	Legal
Professional Consultant, Partner	$350.00	-	$350.00	McGovern & Greene	Financial Reporting
Senior Healthcare Consultant	$350.00	18.57% to 44.29%	$195.00 to $285.00	RITE/CRHC	Consulting
Special Counsel litigation, Associate - Real Estate	$350.00	25.71%	$260.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Associate - Intellectual Property	$350.00	28.57%	$250.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Associate - Corporate & Life Sciences	$350.00	28.57%	$250.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Associate - Appellate	$350.00	7.14%	$325.00	Lewis Brisbois Bisgaard & Smith	Legal
Project Manager II	$340.00	60.29% to 80.88%	$65.00 to $135.00	RITE/CRHC	Consulting
Project Manager I	$340.00	42.67% to 60.29%	$135.00 to $195.00	RITE/CRHC	Consulting

Imaging Equipment Service Technician, OT	$337.50		$337.50	Entech	Repair and Maintenance
Special Counsel litigation, Associate - Employment	$335.00	17.91%	$275.00	Lewis Brisbois Bisgaard & Smith	Legal
Accounting Consultant, Partner	$325.00		$275.00	Bradshaw, Smith & CO.	Financial Reporting
Special Counsel ISDEAA Contract, Partner	$325.00		$325.00	Frye & Kelly	Legal
Professional Consultant litigation expert witness, Senior Associate	$325.00		$325.00	Healthcare Appraisers, Inc.	Legal
Professional Consultant, Manager	$320.00		$300.00	Healthcare Appraisers, Inc.	Legal
Professional Consultant, Advisor	$310.00		$300.00	Albert Hsk Law Firm	Legal
Professional Consultant, Tax CPA	$300.00		$300.00	Professional Business Advisors	Financial Reporting
Physician, Holiday	$295.00		$225 to $295	Staff Care, AMN Company	Medical
Physician, Holiday	$295.00		$225 to $295	Staff Care, AMN Company	Medical
Accounting Consultant, Senior Manager	$294.77		$294.77	RSDW LLC.	Consulting
Accounting Consultant, Practice Leader	$294.77		$294.77	RSDW LLC.	Consulting
Professional Consultant, Senior Associate	$290.00		$275.00	Healthcare Appraisers, Inc.	Legal
Architect, Principal	$278.00		$275.00	Gorgan	Architect
Special Counsel litigation, Litigation	$275.00		$275.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel Criminal Defense, Senior Associate	$275.00		$275.00	The Rothstein Firm	Legal
Special Counsel litigation, Paralegal - Regulatory and ISDEAA	$275.00	34.55%	$180.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Associate	$275.00	10.91%	$245.00	Lewis Brisbois Bisgaard & Smith	Legal
Physician, Hospitalist	$254.75		$254.75	Compl health	Medical
Economic Consultant, Native American expert	$250.00		$250.00	Compass Lexecon	Consulting
Special Counsel ISDEAA Contract, Associate	$250.00		$250.00	Frye & Kelly	Legal
Professional Consultant litigation expert witness, Analyst	$250.00		$250.00	Healthcare Appraisers, Inc.	Legal
Professional Consultant, litigation testimony, Manager	$250.00	-	$250.00	McGovern & Greene	Legal
Accounting Consultant, Manager	$250.00		$250.00	RSDW LLC.	Consulting
Accounting Consultant, Senior Consultant	$230.00		$250.00	RSDW LLC.	Consulting
Engineer, Project Executive	$245.00		$245.00	EMEG	Engineering
Physician, Holiday	$240.00		$240.00	Staff Care, AMN Company	Medical
Physician, Hospitalist	$240.00		$240.00	Vista Staffing	Medical
Professional Consultant, Analyst	$230.00		$215.00	Healthcare Appraisers, Inc	Legal
Law Clerk, Paralegal, and other Assistants	$230.00	-	$70.00 to $225.00	Osborn Maledon	Legal
Accounting Consultant, Senior Manager	$225.00	-	$210.00	Bradshaw, Smith & CO	Financial Reporting
Imaging Equipment Service Technician	$225.00	33.33%	$150.00	Entech	Maintenance
Bio Medical Service Technician, OT	$225.00	33.33%	$150.00	Entech	Maintenance
Special Counsel ISDEAA Contract, Law Clerk	$225.00		$225.00	Frye & Kelly	Legal
Special Counsel Criminal Defense, Associate	$225.00	-	$225.00	The Rothstein Firm	Legal
Special Counsel litigation, Paralegal - Real Estate	$225.00	20.00%	$180.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Paralegal - Intellectual Property	$225.00	20.00%	$180.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Paralegal - Corporate & Life Sciences	$225.00	20.00%	$180.00	Lewis Brisbois Bisgaard & Smith	Legal
Special Counsel litigation, Paralegal - Appellate	$225.00	20.00%	$180.00	Lewis Brisbois Bisgaard & Smith	Legal
Architect, Support	$225.00		$220.00	Gorgan	Architect
Accounting Consultant, Senior Associate	$214.38		$214.38	RSDW LLC.	Consulting

Architect, Airport	$210.00	-	$210.00	Corgan	Architect
Architect, Media Lab	$200.00	-	$200.00	Corgan	Architect
Professional Consultant, Manager	$200.00	-	$200.00	McGovern & Greene	Financial Reporting
Architect, Media Lab	$195.00	-	$195.00	Corgan	Architect
Accounting Consultant, Hospital Accountant CPA	$190.00	18.42% to 52.63%	$90.00 to $155.00	RIT FCRHC	Consulting
Accounting Consultant, Accountant	$190.00	18.42% to 52.63%	$90.00 to $155.00	RIT FCRHC	Consulting
Architect, Media Lab	$180.00	-	$180.00	Corgan	Architect
Architect, Senior Associate	$175.00	-	$175.00	Corgan	Architect
Architect, Vice President/ Sr. Project Manager	$175.00	-	$175.00	Corgan	Architect
Architect, Senior Associate - Master Planning	$175.00	-	$175.00	Corgan	Architect
Professional Consultant, litigation testimony, Senior Consultant	$175.00	-	$175.00	McGovern & Greene	Legal
Special Counsel litigation, Nurse	$170.00	14.71%	$145.00	Lewis Brisbois Bisgaard & Smith	Legal
Accounting Consultant, Associate	$160.78	-	$160.78	REDW LLC	Consulting
Accounting Consultant, Senior Auditor	$160.00	-	$115.00	Bradshaw, Smith & CO.	Financial Reporting
Architect, Media Lab	$160.00		$160.00	Corgan	Architect
Architect, Senior Art Director	$155.00		$155.00	Corgan	Architect
Architect, Media Lab	$155.00		$155.00	Corgan	Architect
Architect, Senior Associate - Master Planning - Stacey Brimmer	$150.00		$150.00	Corgan	Architect
Architect, Media Lab	$150.00		$150.00	Corgan	Architect
Bio-Medical Service Technician	$150.00	33.33%	$100.00	Entech	Maintenance
Professional Consultant, Medicare Cost Report CPA	$150.00	-	$150.00	IMA Consulting	Financial Reporting
Senior Electrical Engineer	$150.00	16.67%	$125.00	M&P Engineering	Maintenance
Professional Consultant, Senior Consultant	$150.00	-	$150.00	McGovern & Greene	Financial Reporting
Administrative Support	$150.00	63.33% to 76.67%	$35.00 to $55.00	RIT FCRHC	Consulting
Administrative Support, Intern	$150.00	76.67%	$35.00	RIT FCRHC	Consulting
Architect, Specifications and QA/QC	$145.00		$145.00	Corgan	Architect
Special Counsel litigation, Paralegal	$145.00	13.79%	$125.00	Lewis Brisbois Bisgaard & Smith	Legal
Information Systems Consultant, Project Manager	$135.00	-	$135.00	Jacobus	Consulting
Senior Mechanical Engineer	$135.00	7.41%	$125.00	M&P Engineering	Maintenance
Architect, Healthcare Planner	$125.00		$125.00	Corgan	Architect
Architect, Project Manager	$125.00		$125.00	Corgan	Architect
Architect, Media Lab	$125.00		$125.00	Corgan	Architect
Consultant	$125.00	-	$125.00	McGovern & Greene	Financial Reporting
IT Support Consultant (regular business hours)	$125.00		$125.00	Wasatch IT	Consulting
IT Support Consultant (outside regular business hours)	$125.00	-	$125.00	Wasatch IT	Consulting
Architect, Project Architect	$125.00	-	$125.00	Corgan	Architect
Special Counsel litigation, Paralegal - Employment	$125.00	-	$125.00	Lewis Brisbois Bisgaard & Smith	Legal
Engineer, Project Engineer	$121.15		$121.15	IMEG	Engineering
Architect, Digital Artist	$120.00		$120.00	Corgan	Architect
Architect, Media Lab	$120.00		$120.00	Corgan	Architect
Marketing Consultant	$120.00	16.66% to 29.17%	$85.00 to $100.00	RIT	Consulting
Architect, Interior Designer	$115.00		$115.00	Corgan	Architect

Architect, Project Architectural Staff	$110.00		$110.00	Corgan	Architect
Special Counsel Criminal Defense, Paralegal	$110.00	-	$110.00	The Rothstein Firm	Legal
Architect, Healthcare Planner	$105.00		$105.00	Corgan	Architect
Architect, Interior Design Intern	$105.00		$105.00	Corgan	Architect
Architect, Graphic Designer	$105.00		$105.00	Corgan	Architect
Engineer, Sr. Designer	$100.80		$100.80	IMEG	Engineering
Architectural Staff	$100.00		$100.00	Corgan	Architect
Architect, Media Lab	$100.00		$100.00	Corgan	Architect
Special Counsel Criminal Defense, Law Clerk	$100.00	-	$100.00	The Rothstein Firm	Legal
Senior Electrician	$90.00	-	$90.00	Phil Stratton Electric	Maintenance
Architect, Architectural Intern - Master Planning	$85.00		$85.00	Corgan	Architect
Special Counsel ISDEA Contract, Paralegal	$85.00	-	$85.00	Frye & Kelly	Legal
Senior HVAC Technician	$85.00	-	$85.00	Mountain Comfort	Maintenance
Architect, Architectural Intern - Master Planning	$80.00		$80.00	Corgan	Architect
Architect, Airport	$80.00		$80.00	Corgan	Architect
Architect, Architectural Intern	$75.00		$75.00	Corgan	Architect
Paraprofessional	$75.00	-	$75.00	McGovern & Greene	Financial Reporting
Special Counsel Criminal Defense, Legal Assistant	$70.00	-	$70.00	The Rothstein Firm	Legal
Grant Writer	$60.00	-	$60.00	e-connect LLC	Consulting

* The Professinal Service Rates are subject to change.

EXHIBIT
tabbies
E

24th Navajo Nation Council

Mr. Woody Lee
Board of Directors, Chairperson
Four Corners Regional Health Center
P. O. Box 981
Teec Nos Pos, AZ 86514

June 10, 2019

Subject: Consulting Contract between Four Corners Regional Health Center and Razaghi Healthcare Four Corners Health Center LLC given the condition established by the Naabik'íyáti' Committee

I consulted with the Office of Legislative Counsel and asked for a review of the Consulting Contract ("Contract") signed by Four Corners Regional Health Center and Razaghi Healthcare Four Corners Health Center LLC. The Office of Legislative Counsel concluded that the scope and terms of the Contract fail to meet the conditions established by the Naabik'íyáti' Committee in Resolution NABIO-59-18.

Resolution NABIO-59-18 approved the Four Corners Regional Health Center as a designated tribal organization through a revocable designation "for a period of five years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and subject to the continuing compliance with the requirement that management shall be all internal and not contracted out to any other entity." Resolution NABIO-59-18, Section Three. Approval.

The Office of Legislative Counsel determined that the Contract is to conduct management functions. Therefore, the Contract fails to meet the conditions established by Naabik'íyáti' Committee Resolution, NABIO-59-18.

Post Office Box 3390 • Window Rock, Arizona 86515 • Ph: (928) 871-6380 / 6381 / 6382 / 6383 / 6887 • Fax: (928) 871-7259

Sincerely,

Daniel E. Tso, Chairperson
Health, Education Human Services Committee
24th Navajo Nation Council

xc: Edward McCool, Acting Chief Legislative Counsel
Office of Legislative Counsel

Kristen Lowell, Attorney
Office of Legislative Counsel

Charlaine Tso, Vice-Chairperson
Health, Education Human Services Committee
24th Navajo Nation Council

Nelson BeGaye, Member
Health, Education Human Services Committee
24th Navajo Nation Council

Pernell Halona, Member
Health, Education Human Services Committee
24th Navajo Nation Council

Edison J. Wauneka, Member
Health, Education Human Services Committee
24th Navajo Nation Council

Paul Begay, Member
Health, Education Human Services Committee
24th Navajo Nation Council

24th Navajo Nation Council

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

June 13, 2019

Subject: Inquiry from Indian Health Services regarding the Consulting Contract between Four Corners Regional Health Center and Razaghi Healthcare Four Corners Health Center LLC given the condition established by the Naabik'íyáti' Committee

I consulted with the Office of Legislative Counsel and asked for a review of the Consulting Contract ("Contract") signed by Four Corners Regional Health Center and Razaghi Healthcare Four Corners Health Center LLC. The Office of Legislative Counsel concluded that the scope and terms of the Contract fail to meet the conditions established by the Naabik'íyáti' Committee in Resolution NABIO-59-18.

Resolution NABIO-59-18 approved the Four Corners Regional Health Center as a designated tribal organization through a revocable designation "for a period of five years for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian Self-Determination Act (P.L. 93-638, as amended) contracts and subject to the continuing compliance with the requirement that management shall be all internal and not contracted out to any other entity." Resolution NABIO-59-18, Section Three. Approval.

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Sincerely,

Daniel E. Tso, Chairperson
Health, Education Human Services Committee
24th Navajo Nation Council

xc: Edward McCool, Acting Chief Legislative Counsel
Office of Legislative Counsel

Kristen Lowell, Attorney
Office of Legislative Counsel

Charlaine Tso, Vice-Chairperson
Health, Education Human Services Committee
24th Navajo Nation Council

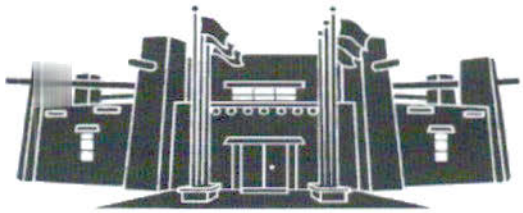
Nelson BeGaye, Member
Health, Education Human Services Committee
24th Navajo Nation Council

Pernell Halona, Member
Health, Education Human Services Committee
24th Navajo Nation Council

Edison J. Wauneka, Member
Health, Education Human Services Committee
24th Navajo Nation Council

Paul Begay, Member
Health, Education Human Services Committee
24th Navajo Nation Council

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



Honorable Seth Damon
Speaker
24th Navajo Nation Council

MEMORANDUM

TO: Honorable Pernell Halona
24th Navajo Nation Council

FROM: Edward A. McCool, Acting-Chief Legislative Counsel
Office of Legislative Counsel

DATE: October 7, 2019

AN ACTION RELATING TO THE HEALTH, EDUCATION AND HUMAN SERVICES AND THE NABIK' IYATI' COMMITTEES; RESCINDING NABIO-59-18 "ACCEPTING THE RECOMMENDATION OF THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE AND GRANTING THE DESIGNATION OF "TRIBAL ORGANIZATION" TO THE FOUR CORNERS REGIONAL HEALTH CENTER, INC. FOR A PERIOD OF FIFTEEN (15) YEARS, FOR THE PURPOSES OF CONTRACTING WITH THE UNITED STATES INDIAN HEALTH SERVICE AND AUTHORIZING THE FOUR CORNERS REGIONAL HEALTH CENTER, INC. TO NEGOTIATE AND ENTER INTO TITLE I, INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED) CONTRACTS AND TITLE V SELF GOVERNANCE COMPACTS PURSUANT TO THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638, AS AMENDED), SUCH DESIGNATION OF "TRIBAL ORGANIZATION" BEING REVOCABLE AND CONTINGENT ON CONTINUING COMPLIANCE WITH ALL TERMS AND CONDITIONS AS APPROVED BY THE HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE OF THE NAVAJO NATION COUNCIL" FOR FAILURE TO COMPLY WITH THE AGREED UPON TERMS AND CONDITIONS GOVERNING THE REVOCABLE DESIGNATION OF "TRIBAL ORGANIZATION

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

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§500, 501. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by

assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

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

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION

LEGISLATION NO: 0316-19 **SPONSOR:** Pernell Halona

TITLE: An Action Relating To The Health, Education And Human Services And The NAABIK'IYATI' Committees; Rescinding NABIO-59-18 "Accepting The Recommendation Of The Health, Education And Human Services Committee And Granting The Designation Of "Tribal Organization" To The Four Corners Regional Health Center, Inc. For A Period Of Fifteen (15) Years, For The Purposes Of Contracting With The United States Indian Health Service And Authorizing The Four Corners Regional Health Center, Inc. To Negotiate And Enter Into Title I, Indian Self-Determination Act (P.L. 93-638, As Amended) Contracts And Title V Self Governance Compacts Pursuant To The Indian Self-Determination Act (P.L. 93-638, As Amended), Such Designation Of "Tribal Organization" Being Revocable And Contingent In Continuing Compliance With All Terms And Conditions As Approved By The Health, Education And Human Services Committee Of The Navajo Nation Council" For Failure To Comply With The Agreed Upon Terms And Conditions Governing The Revocable Designation Of "Tribal Organization"

Date posted: October 15, 2019 at 4:04 PM

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) 871-7586

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.

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