

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

23RD Navajo Nation Council---First Year 2015

AN ACTION

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

BE IT ENACTED:

SECTION ONE. FINDINGS:

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

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

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

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

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Naabik'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 in 15 favor, and 0 oppose, this 12th Day of November, 2015.

A handwritten signature in black ink, appearing to read "LoRenzo C. Bates", with a stylized flourish at the end.

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

Motion : Seth Damon
Second : Tom Chee

CJN-35-05

RESOLUTION OF THE
NAVAJO NATION COUNCIL

20th NAVAJO NATION COUNCIL - Third Year, 2005

AN ACTION

RELATING TO HEALTH, AND INTERGOVERNMENTAL RELATIONS;
AMENDING RESOLUTION CAP-35-02, APPROVING THE
REAUTHORIZATION OF THE EXISTING HEALTH CARE 638
CONTRACTORS, AND ESTABLISHING A PROCEDURE FOR THE EXPANSION
OF HEALTH CARE 638 CONTRACTS AND AUTHORIZATION OF
ADDITIONAL HEALTH CARE 638 CONTRACTORS, BEGINNING OCTOBER
1, 2005 AND ENDING SEPTEMBER 30, 2020

BE IT ENACTED:

1. The Navajo Nation Council hereby amends Resolution CAP-35-02, attached hereto as Exhibit "A", by removing the "pilot project" status of the Utah Navajo Health Systems, Inc., the Tuba City Regional Health Care Corporation, and the Winslow Indian Health Care Center, Inc., and reauthorizing each of these corporations as tribal organizations for the purpose of managing and operating contracts with the Indian Health Service under Public Law 93-638 for a fifteen-year period beginning October 1, 2005 and ending September 30, 2020, for all programs, functions, services and activities (PFSAs) which those tribal organizations currently contract under Public Law 93-638.
2. The Navajo Nation Council hereby authorizes the Sage Memorial Hospital, Inc. as a tribal organization for the purpose of managing and operating contracts with the Indian Health Service under Public Law 93-638 for a fifteen-year period beginning October 1, 2005 and ending September 30, 2020, for all programs, functions, services and activities (PFSAs) which those tribal organizations currently contracts under Public Law 93-638.

3. The Navajo Nation Council hereby specifically delegates to the Intergovernmental Relations Committee the authority to consider the expansion of the PFSAs which each of the above-referenced tribal organizations manage and operate under a Public Law 93-638 contract, upon a recommendation for approval by the Health and Social Services Committee, and each of the Navajo Nation chapters which will be served by the existing and expanded PFSAs; provided, that no expansion of the PFSAs which the above-referenced tribal organizations manage and operate under a Public Law 93-638 contract shall be approved 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 by the existing and expanded PFSAs.
4. The Navajo Nation Council hereby specifically approves the authorization by the Intergovernmental Relations Committee of additional tribal organizations to manage and operate Public Law 93-638 contracts with the Indian Health Service for the provision of health care and related services to Navajos and other eligible recipients, upon a recommendation for approval by the Health and Social Services Committee, and each of the Navajo Nation chapters which will be served by the additional tribal organizations; provided, that no additional tribal organizations shall be authorized to manage and operate Public Law 93-638 contracts for the provision of health care and related services to Navajos and other eligible recipients 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 such Public Law 93-638 contract.
5. The Navajo Nation Council further conditions the reauthorizations, authorization, authorities for expansion of PFSAs, and additional of tribal organizations herein set forth upon the complete and continuing compliance of the tribal organizations with all conditions set forth on Exhibit "A", hereto attached.

CERTIFICATION

I heraby certify that the foregoing resolution was duly considered by the 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 65 in favor and 13 opposed, this 3rd day of June 2005.


Lawrence T. Morgan, Speaker
Navajo Nation Council

05 June 05

Date

Motion: Larry Noble
Second: Mel R. Begay

Conditions for Health Care 638 Contractors

- The Health Care 638 Contractor shall maintain its eligibility for third party payments under CMS.
- The Health Care 638 Contractor shall maintain continued certification by a nationally recognized accreditation organization.
- The Health Care 638 Contractor shall maintain compliance with all monitoring and reporting requirements established by the Navajo Nation.
- The Health Care 638 Contractor shall provide copies of all final Federal Single Audit Act audit reports and final audit reports issued by its nationally recognized accreditation organization(s) and all associated corrective action plans to the Navajo Nation Division of Health.
- The Health Care 638 Contractor shall provide copies of all Public Law 93-638 contracts and all Public Law 93-638 annual funding agreements to the Navajo Nation Division of Health.
- The Health Care 638 Contractor shall provide copies of its annual reports to the Navajo Nation Division of Health.
- The Health Care 638 Contractor shall maintain continued compliance with all applicable Navajo Nation laws, including the Navajo Preference in Employment Act.

RESOLUTION OF THE
INTERGOVERNMENTAL RELATIONS COMMITTEE
OF THE NAVAJO NATION COUNCIL



21ST NAVAJO NATION COUNCIL - THIRD YEAR, 2009

AN ACTION

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

BE IT ENACTED:

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

CERTIFICATION

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

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

Francis Redhouse, Pro Tem Chairperson
Intergovernmental Relations Committee

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

SELF-DETERMINATION CONTRACT**BETWEEN****FORT DEFIANCE INDIAN HOSPITAL BOARD, INC.****AND THE SECRETARY OF THE****DEPARTMENT OF HEALTH AND HUMAN SERVICES****(a) Authority and Purpose**

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

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

(b) Terms, provisions and conditions

(1) **Term.** — Pursuant to section 105(c)(1) of the Indian Self Determination and Education Assistance Act (25 U.S.C. § 450j(c)(1)), the term of this Contract shall begin on October 1, 2012 and extend through September 30, 2015. Pursuant to section 105(d)(1) of such Act (25 U.S.C. § 450j(d)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the AFA incorporated by reference in subsection (f)(2).

(2) — **Effective date.** This Contract shall become effective on October 1, 2012.

(3) - **Program standards.** The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in the AFA in conformity with the standards established by the national certifying and accrediting agencies and professional associations.

(4) - **Funding amount.** Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the AFA incorporated by reference in subsection (f)(2). Such amount shall not be less than the applicable amount determined pursuant to section 106(a) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450j-1).

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

(6) Payment.

(A) **In general.** Payments to the Contractor under this Contract shall

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

(B) **Quarterly, semiannual, lump-sum, and other methods of payment.**

- (i) **In general.** Pursuant to section 106(b) of the Indian Self-Determination and Education Assistance Act, and notwithstanding any other provision of law, for each fiscal year covered by this Contract, the Secretary shall make available to Contractor the funds specified for the fiscal year under the AFA incorporated by reference pursuant to subsection (f)(2) by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided for in the AFA for that fiscal year, in a lump-sum payment or as

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

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

(7) - Records and monitoring.

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

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

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

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

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

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

(8) - Property.

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

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

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

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

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

(F) **Screening identification card.** A screening identification card (General Services Administration form numbered 2946) shall be issued to the Contractor not later than the effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.

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

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

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

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

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

(12) - **Disputes.**

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

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

- (i) submit disputes under this Contract to third-party mediation;

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

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

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

(14) - **Successor annual funding agreement.**

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

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

(15) - **Contract requirements; approval by Secretary.**

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

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

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

(c) Obligation of the Contractor.

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

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

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

(4) - Trust services for individual Indians.

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

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

(5) - Fair and uniform services. The Contractor shall provide services under this Contract in a fair and uniform manner and shall provide access to an administrative or judicial

body empowered to adjudicate or otherwise resolve complaints, claims, and grievances brought by program beneficiaries against the Contractor arising out of the performance of the Contract.

(d) Obligations of the United States.

(1) - Trust responsibility.

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

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

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

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

(e) Other Provisions.

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

(2) - Contract modifications or amendment.

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

(B) Exception. The addition of supplemental funds for programs, functions, services and activities (or portions thereof) already included in the AFA under subsection (f)(2),

and the reduction of funds pursuant to section 106(b)(2), shall not be subject to subparagraph (A).

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

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

(f) Attachments.

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

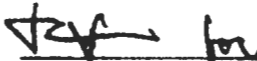
(2) - Annual Funding Agreements.

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


- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) such other provisions, including a brief description of the programs, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agree.

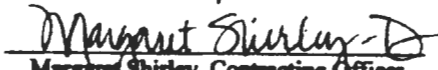
(B) Incorporation by reference. The AFA is hereby incorporated in its entirety in this Contract and attached to this Contract as Attachment 2.

**FORT DEFIANCE INDIAN HOSPITAL
BOARD, INC.**


 Roy Dempsey, President
 Dated: 9/27/12

**UNITED STATES OF AMERICA,
DEPARTMENT OF HEALTH AND HUMAN
SERVICES**


 John Hubbard, Area Director
 Navajo Area Indian Health Service
 Dated: 9/28/12


 Margaret Shirley, Contracting Officer
 Navajo Area Indian Health Service
 Dated: 9.28.12

a.k.a. Margaret Shirley-Damon, Contractor Officer
 Navajo Area Indian Health Service

Attachment 1 – Resolution of Navajo Nation
 Attachment 2 – Annual Funding Agreement

RESOLUTION OF THE
INTERGOVERNMENTAL RELATIONS COMMITTEE
OF THE NAVAJO NATION COUNCIL

21ST NAVAJO NATION COUNCIL - THIRD YEAR, 2009

AN ACTION

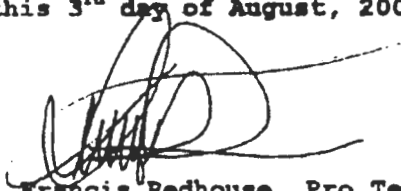
RELATING TO HEALTH AND INTERGOVERNMENTAL RELATIONS;
SANCTIONING THE FORT DEFIANCE INDIAN HOSPITAL BOARD INC.,
AS AN INDIAN TRIBAL ORGANIZATION, AUTHORIZED TO CONTRACT
FOR ALL HEALTH CARE SERVICES OF THE FORT DEFIANCE SERVICE
UNIT PURSUANT TO P.L. 93-638, THE INDIAN SELF-DETERMINATION
ACT, TITLE I, AS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

BE IT ENACTED:

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

CERTIFICATION

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



Francis Redhouse, Pro Tem Chairperson
Intergovernmental Relations Committee

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