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

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING FOR APPROVAL OF THE NAABIK'ÍYÁTI' COMMITTEE THE DESIGNATION OF THE WINSLOW INDIAN HEALTH CARE CENTER 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'íyáti' 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'íyáti' 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 Winslow Indian Health Care Center has requested to be designated a "tribal organization" for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian 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 Winslow Indian Health Care Center serves the Navajo Nation Chapters of Dilkon, Tolani Lake, Teesto, Leupp, Tsidi To' ii, Jeddito, Indian Wells and White Cone.

C. The Winslow Indian Health Care Center proposal for designation of "tribal organization" has been endorsed by separate resolutions adopted by all the named respective Chapters. *See* **Exhibit A**, Tab No. 4.

D. The Health, Education and Human Services Committee of the Navajo Nation Council finds it to be in the best interest of the Navajo Nation to approve and recommend to the Naabik'íyáti' Committee that the Winslow Indian Health Care Center be given the revocable designation of "tribal organization" for a period of fifteen (15) years, beginning October 1, 2020 and ending September 30, 2035, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian 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'íyáti' Committee that the Winslow Indian Health Care Center be given the revocable designation of "tribal organization" for a period of fifteen (15) years, beginning October 1, 2020 and ending September 30, 2035, for the purposes of contracting with the United States Indian Health Service and to negotiate and enter into Title I, Indian 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 quorum was present and that same was passed by a vote of 2 in favor, 1 opposed, on this 17th day of December 2018.

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

Motion: Honorable Nelson S. BeGaye
Second: Honorable Olin Kieyoomia

WINSLOW INDIAN HEALTH CARE CENTER

EXHIBIT
tabbies
A

WIHCC

"Self-Governance Organizations"

CJY-33-10

Reauthorization

WIHCC
Hózhóóji dóó k'é

WINSLOW INDIAN HEALTH CARE CENTER

August 17, 2018

Lee Jack, Sr.,
Navajo Nation Council
P.O. Box 3390
Window Rock, AZ 86515

Dear Honorable Delegate Jack,

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

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

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

Respectfully,

Robert Salabye, President
Winslow Indian Health Care Center
Board of Directors

Enclosures

CC: Sally Pete, Chief Executive Officer
Board of Directors (7)
File

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

_____
(Primary Sponsor)

TRACKING NO._____

AN ACTION
RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES AND NAABIK'ÍYÁTI'; EXTENDING FOR TWENTY FIVE YEARS THE EXISTING AUTHORIZATION UNDER NAVAJO NATION COUNCIL RESOLUTION NÓ. CJY-33-10 FOR CERTAIN TRIBAL ORGANIZATIONS TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT, P.L. 93-638, AS AMENDED

BE IT ENACTED:

Section 1. Authority

A. Pursuant to 2 N.N.C. § 401(B)(6)(a) and (e), and Navajo Nation Council Resolution No. CJY 33-10 (July 21, 2010) (hereinafter "CJY-33-10"), the Health, Education and Human Services Committee ("HEHSC") is authorized to review and recommend resolutions relating to health and for the authorization and designation of non-profit health organizations as tribal organizations for purposes of compacting under the Indian Self-Determination and Education Assistance Act, P.L. 93-638, as amended (the "ISDEAA").

B. Pursuant to 2 N.N.C. § 701(A)(12), the Naabik'íyáti Committee of the Navajo Nation Council has authority to approve contracts with the United States and its agencies for implementation of the ISDEAA, upon the recommendation of the standing committee which has oversight for the contracting entity, and, pursuant to CJY-33-10, as the successor to the former Intergovernmental Relations Committee ("IGR"), has authority to give final approval of tribal organizations' participation in Title V of the ISDEAA upon a recommendation for approval of such participation by HEHSC. *See* CJY-33-10 ¶ 4; Council Resolution No. CAP-10-11 § 5(A) (April 21, 2011) (references to IGR prior to Council standing committee restructuring "shall mean the Naabik'íyáti Committee").

Section 2. Findings

A. The Winslow Indian Health Care Center ("WIHCC"), Tuba City Regional Health Care Corporation ("TCRHCC") and Utah Navajo Health Systems ("UNHS") are currently authorized by CJY-33-10 as tribal organizations for the purpose of compacting with the Indian Health Service ("IHS"), U.S. Department of Health and Human Services, pursuant to Title V of the ISDEAA, for all programs, functions, services and activities ("PFSAs") and associated funds for which each tribal organization is eligible, including the planning, design and construction of health facility construction projects within each tribal organization's service area, through September 30, 2020.

B. WIHCC, TCRHCC and UNHS have successfully operated their respective health care facilities and related programs since 2002, have the support of the Chapters that each tribal organization serves, as set forth in Composite Exhibits "1," "2," and "3" hereto, and desire to extend their existing authority to compact with IHS for a reasonable period beyond September 30, 2020, subject to the authority of the Navajo Nation Council to rescind such authority.

C. HEHSC has reviewed each tribal organization's annual report, including each organizations' Single Agency Audit report, and compliance with the conditions set forth in Exhibit "A" to CJY-33-10, has determined that each of the three tribal organizations is in compliance with all conditions of Exhibit "A" to CJY-33-10, and has recommended an extension of the authority for WIHCC, TCRHCC and UNHS to compact with IHS.

D. In order for WIHCC, TCRHCC and UNHS to make prudent business decisions regarding construction, expansion and investment in their health care facilities, in the best interest of the *Diné* and the Navajo Nation, extension of each such entity's authorization to compact under Title V of the ISDEAA must be for a reasonable period of time from a business planning perspective.

E. Navajo Nation policy, as reflected in the authorized leasing periods for business site leases under § 108 of the Navajo Nation Business Site Leasing Regulations of 2005, approved by the former Economic Development Committee of the Navajo Nation Council pursuant to the Navajo Nation Business Site Leasing Act, 5 N.N.C. § 2301 *et seq.*, and by the Secretary of the Interior pursuant to 25 U.S.C. § 415(e), is for business site leases to be issued for an initial twenty five year period with an option to renew for up to two additional twenty five year periods.

F. A twenty five year extension of the authority of WIHCC, TCRHCC and UNHS to compact under Title V of the ISDEAA from September 30, 2020 to September 30, 2045,

with an option for up to two additional twenty five year extensions upon a recommendation by HEHSC for such extension(s), is reasonable in order for each such tribal organization to make prudent business decisions concerning construction, expansion and investment in their health care facilities, in the best interest of the *Diné* and the Navajo Nation, subject to the authority of the Navajo Nation Council to rescind such authority.

Section 3. Approvals, Authorizations and Directives

A. In accordance with the Authority and Findings set forth above, the Naabik'íyáti' Committee of the Navajo Nation Council hereby extends the authority for WIHCC, TCRHCC and UNHS to compact with the Indian Health Service pursuant to Title V of the ISDEAA for all programs, functions, services and activities ("PFSAs") and associated funds for which each tribal organization is eligible, including the planning, design and construction of health care facilities, for a period of twenty five years from September 30, 2020 to September 30, 2045, unless such authority is rescinded by the Navajo Nation Council.

B. Upon recommendation by HEHSC or its successor committee, WIHCC, TCRHCC and UNHS are each entitled to have such tribal organization's compacting authority extended for up to two additional twenty five year periods, so that each such tribal organization can make prudent business decisions concerning construction, expansion and investment in their health care facilities, in the best interest of the *Diné* and the Navajo Nation.

C. The Naabik' iyati Committee hereby affirms that the authority of WIHCC, TCRHCC and UNHS to compact under Title V of the ISDEAA is conditioned on each such tribal organization's complete and continuing compliance with the conditions set forth in Exhibit "A" to CJY-33-10, as such Exhibit "A" may be amended from time to time.

Section 4. Savings Clause

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

CERTIFICATION

I hereby certify that the foregoing Resolution was duly considered by the Naabik'íyáti' 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 the same was passed by a vote of ___ in favor, ___ opposed and ___ abstained, this ___ day of _____, 2018.

_____

LoRenzo C. Bates, Chairperson
Naabik'íyáti Committee

Motion:

Second:

TABLE OF CONTENTS

Tab 7

1. Health, Education & Human Services Committee Consultation Policy (Draft - 2012) **Note: Draft by 638 Organizations submitted to NDOH Legislative Counsel but no response received by 638 organizations**

Tab 8

1. Memorandum of Agreement / Memorandum of Understanding: Between the Navajo Nation Department of Health & WIHCC including Navajo Nation Emergency Medical Services

TABLE OF CONTENTS

EXECUTIVE SUMMARY

OF

ACCOMPLISHMENTS

2002 – 2018

WIHCC BELIEFS:

Mission

Accessible, quality, and cost effective health care

Vision

A healing and harmonious environment in partnership with communities.

Values

WIHCC
WINSLOW INDIAN HEALTH CARE CENTER
Hózhóójí dóó k'é

Winslow Indian Health Care Center

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

WIHCC serves eight (8) chapter areas (Grazing Districts 5 and 7) in the southwest region of the Navajo Nation. The chapters include Birdsprings, Dilkon, Indian Wells, Leupp, Teesto, Tolani Lake, Jeddito and White Cone. The service area also includes the border towns of Winslow, Joseph City and Holbrook.

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

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

Workload – Navajo Area User Population (Federal & Tribal)

Service Unit	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	**FY 2017**
Chinle	33,535	33,838	34,390	34,675	35,027	35,016	35,027	34,902	34,557	34,259	33,634
Crownpoint	20,339	20,459	21,490	21,300	19,787	20,551	19,787	19,791	19,710	19,470	19,230
Ft.Defiance	30,929	30,676	29,774	29,883	29,119	29,425	29,119	28,726	28,520	28,305	27,667
Gallup	41,410	41,520	41,861	42,731	43,275	43,360	43,275	43,370	43,149	43,750	42,524
Kayenta	17,238	17,358	17,448	18,649	18,295	18,352	18,295	18,656	19,129	19,125	19,119
Shiprock	51,731	51,975	52,590	53,685	53,915	53,640	53,915	58,826	53,623	52,890	52,263
Tuba City	27,438	28,138	28,634	28,595	31,300	30,249	31,300	30,856	30,520	30,164	30,023
Winslow	15,361	15,850	16,144	16,482	16,665	16,610	16,665	16,649	16,403	17,246	**17,425**
Area Total	237,981	239,814	242,331	246,000	247,383	247,203	247,383	251,776	245,611	245,209	241,885

BRIEF HISTORY OF INDIAN SELF-DETERMINATION ACT (ISDA)

A. **1868** - Establishment of Navajo Treaty to escape removal and the return home of Navajo people from Fort Sumner, New Mexico.

B. **1921** - Snyder Act authorizes the expenditure of federal monies "for the relief of distress and conservation of health" of Indian people, and for "employment of...physicians...for Indian Tribes throughout the United States."

C. **1955** - Establishment of Indian Health Service.

D. **1974 / 1975**- P.L. 93-638, Indian Self-Determination and Education Assistance Act passed by the 93rd Congress and signed into law on January 04, 1975.

E. **1996** - Letter of Intent filed by the Navajo Nation President to contract all the NAIHS Service Units.

F. **2000** - The NNC passed resolution to establish the Navajo Health Care Corporation.

G. **2001** - Winslow Service Unit was incorporated as Winslow Indian Health Care Center, Inc. (WIHCC), under the laws of the Navajo Nation.

H. **2002 (April)** - NNC authorized Tuba City Indian Medical Center, Utah Navajo Health Care System and Winslow Service Unit as P.L. 93-638 Indian Self Determination tribal organizations, as "pilot projects".

I. **2002** Board of Directors (BOD) for WIHCC was established. Officers of the Board selected and BOD Bylaws developed and approved by the BOD.

J. **2002 (May – August)** - Negotiations conducted between the IHS and WIHCC for a P. L. 93-638 contract.

K. **August 16, 2002** - Indian Self-Determination contract signed by John Hubbard, former NAIHS Director, Jack Tarro, NAIHS Contracting Officer and Thomas Cody, former President of WIHCC BOD.

L. **September 01, 2002** - WIHCC started operation as an independent, non-profit corporation.

M. **September 17, 2002** - The WIHCC celebrated the new era of locally-controlled health care under the Indian Self-Determination Act.

FACILITIES

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

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

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

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

QUALITY MANAGEMENT

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

COMMUNITY HEALTH SERVICE

Health Promotion/Disease Prevention Program (HP/DP) works with communities and schools to promote healthy lifestyle choices and overall well-being of our patients. HP/DP includes Public Health Nursing (PHN), Safety, Environmental Health, Meth/Suicide Prevention Initiative and Diabetes Prevention through the Special Diabetes Prevention Initiative. The staff provide health education and conduct preventive health activities promoting healthier personal choices to prevent diseases. Additional programs include

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

INFORMATION TECHNOLOGY (IT)

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

• A patient accessible WiFi System • Pharmacy Q-Flow Patient tracking system • Pick-Point medication tracking system • Dentrix system for the Dental Department. • USAC/SWTAG 17 remote site WiFi access development. • iMedconsent electronic signature pads • iSite x-ray system • Vocera Nursing communication badges • Electronic Health Record (EHR) upgrade to patch 11 & 12	• Xerographic inventory management system for WIHCC. • Ateb Optometry patient messaging system. • WIHCC Website • EHR VISTA Imaging Servers and Archiving System • Clinical Laboratory automation • WIHCC Outlook Email Encryption • Massive overhaul of the WIHCC Personal Computer (PC) systems • New Medical Office (MOB) project

CLINICAL SERVICES

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

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

Contracted Specialty Services: Chest Clinic, Rheumatology, and Gynecology. Other services are referred out to other facilities.	**Contracted Specialty Services on-site**: Orthopedics, Rheumatology, Nephrology, Gynecology, High Risk Obstetrics, Perinatal Ultrasonography, Pacemaker Clinic, Retinal Clinic

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

WORK FORCE – NUMBER OF POSITIONS

2002: At the beginning of 638 operations, WIHCC had 189 Indian Health Service employees, either Civil Service or Commission Officers.

2016: Currently, the number of employees has increased from 189 in 2002 to 453 positions in 2017; a 153% increase. FY 2016 annual report indicated the following:

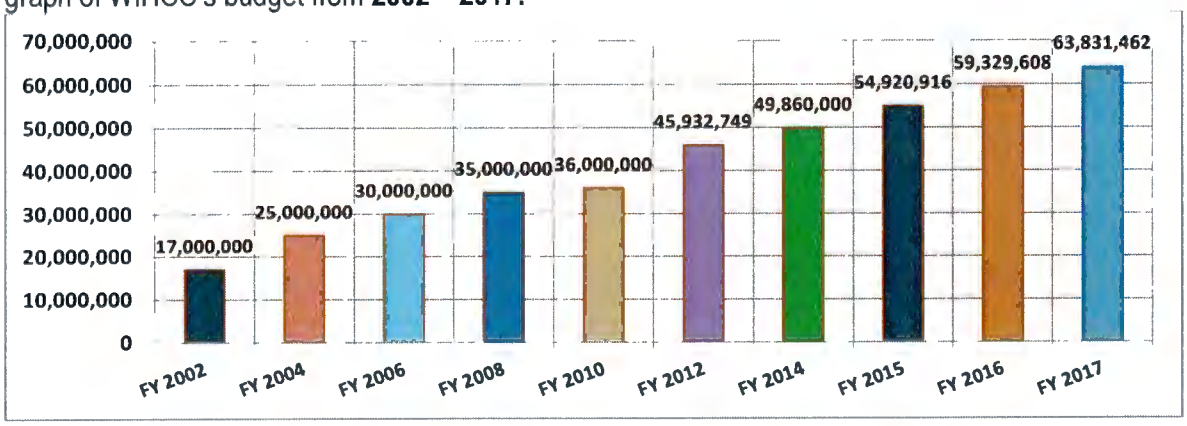
POSITIONS	2004	2017	
Commissioned Officers	18	21	
Federal (Civil Service)	50	01	
Corporate Employees	160	398	319 Navajo Employees (77%)
			09 Non-Navajo Natives (2%)

Vacant Positions		**33**	**89 Non-Natives (21%)**
GRAND TOTAL	**232**	**453**	

MEDICAL PROVIDERS/NURSES	FY 2003	FY 2017	Percentage Increase
Physicians	13	23	77%
Optometrists	2	3	50%
Pharmacists	5	12	140%
Mid-level providers	4	5	25%
Physical Therapists	1	5	400%
Dentists	5	8	60%
Dental Hygienist	1	4	300%
Clinical Nurses (RNs)	18	45	150%
Public Health Nurses	6	8	33%

BUDGET

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



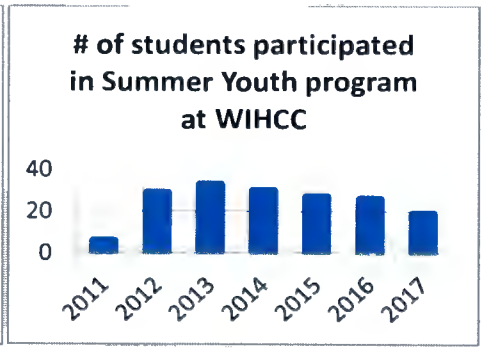
As the above graph indicates, WIHCC ensures that its budget is monitored meticulously. In order to meet the established goal for each year, the staff work diligently on 3rd party collections, following the processes according to federal law and WIHCC policy.

SUPPORT SERVICES

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

NURSING DIVISION

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



DIABETES PROGRAM: Hozhoogo lina Wellness Center

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

Diabetes Grant (Yearly): 2017:
Received: $734,394.00
Total Program Funding:
SDPI – 46%; WIHCC 54%

- Must implement recommended services and activities and report on all required key measures.
- Must demonstrate progress towards meeting goals and objectives set.
- Participate in SDPI Training sessions and peer-to-peer learning activities.
- Participate in the IHS Diabetes Care and Outcomes Audit.
- Must submit progress reports, continuation

Number of Patient Visits

DM Clinic:	605
Renal Clinic:	325
DSME:	134
Shoe Clinic:	90
DM Clinic Nurse:	285
Community Home Nurse:	256
Diabetes in Pregnancy:	458
DM Nutrition Techs:	154
Registered Dietician:	875

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

DENTAL PROGRAM

WIHCC has a state of the art dental program at Winslow, Dilkon and Leupp, including expanded dental clinic access to care. Services include:

Mobile Dental Van Programs (2 Vans)

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

Periodontal clinic

- Implants
- Osseous Surgery
- Crown Lengthening

CEREC Clinic

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

The new 15 chairs, State-of-Art dental facility opened on May 05, 2018.

Orthodontic Clinic at Winslow, Dilkon, and Leupp.

- Treatments: 2 days/month in Winslow, 1 day in Dilkon, 1 day in Leupp. In 2016, provided 90 ortho consults; 674 visits.

Dental Residency Program

Complex Endodontic treatment

School Programs at Dilkon and Leupp

Specialized 3D Digital Cone Beam images

The Dental Implant Program is the only one in the Navajo Area, and provides patients with another option to restore missing teeth. Patient selection is important to have successful dental implant(s) and proper maintenance of implant(s) is important for long term success of the implant(s). In 2016 alone, 70 implants were placed by WIHCC dental.

NAVAJO TRADITIONAL PRACTITIONER PROGRAM

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

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

VETERANS PROGRAM

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

DILKON HEALTH CENTER (DHC) PROJECT

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

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

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

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

On April 26, 2018, IHS submitted a Notification of Funding Availability (NOFA) letter to the Navajo Nation President who made a decision to have WIHCC construct the facility. WIHCC will negotiate with IHS for a TVCPA under which WIHCC will construct the DHC according to approved project documents, the design

that is being completed now, WIHCC's procurement policy, IHS Guidelines, the Navajo Nation Business Opportunity Act and all other applicable laws and regulations. The Construction contractor will be required to be bonded and insured. The total timeframe for the Design and Construction period is estimated at 50 months or approximately 4 years. The project also includes 109 staff quarters (234,192 sq ft).

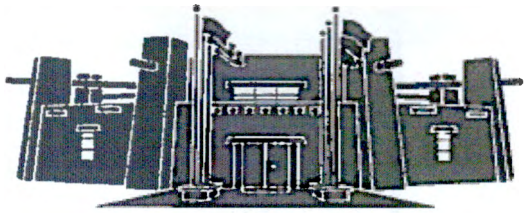
The square footage of WIHCC's facilities continues to grow. This is critically important in order for WIHCC to meet the needs of its growing service population. In 2002, WIHCC provided services out of 61,000 square feet. Today, WIHCC provides services out of 110,005 square feet. When the Dilkon Health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

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

For more information, as there are many successful achievements not included above, contact Sally N. Pete at (928) 289-6100 or Sally.Pete@wihcc.org or Dawn Williams at (928-289-6244) or Dawn.Williams@wihcc.org.

"It's amazing what we can accomplish when no one cares who gets the credit ".
Herbert Hoover

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



Honorable LoRenzo Bates
Speaker
23rd Navajo Nation Council

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

November 14, 2017

Re: Inquiry Regarding Legislative Requirements
For Reauthorization as Tribal Organization

Dear Mr. Salabye:

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

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

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

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

Sincerely,

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

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

WIHCC
Hózhóóji dóó k'é

WINSLOW INDIAN HEALTH CARE CENTER

August 7, 2017

Levon Henry, Chief Legislative Counsel
Navajo Nation Council
Office of the Speaker
P.O. Box 3390
Window Rock, AZ 86515

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

Dear Mr. Henry:

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

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

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

Sincerely,

Lee Jack, Sr.
Dilkon Delegate
Navajo Nation Council

Attachment

CC: Robert E. Salabye, President, WIHCC Board of Directors
Sally N. Pete, CEO, WIHCC

WIHCC
Hózhóójí dóó k'é

WINSLOW INDIAN HEALTH CARE CENTER

August 4, 2017

Levon Henry, Legislation Counsel
Navajo Nation
P. O. Box 3390
Window Rock, AZ 86515

Re: Reauthorization of Winslow Indian Health Care Center Authority to Compact

Dear Mr. Henry:

We write to request your interpretation and guidance on the process the Winslow Indian Health Care Center ("WIHCC") should take to seek reauthorization from the Navajo Nation Council (NNC) to compact with the Indian Health Service (IHS).

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

With the restructuring of the Council and Committees, we have questions about the proper process for seeking reauthorization to *continue* compacting with the IHS. Although WIHCC's authority under CJY-33-10 continues through FY 2020 (September 30, 2020), WIHCC desires to seek reauthorization in the near future as WIHCC is currently compacting for the planning and design of the Dilkon Health Center Project, and we anticipate construction funding to become available in the next few years. It will be important for WIHCC to seek to renew its compacting authority well before September 30, 2020 so that WIHCC's authority to compact existing programs and the construction project is not in question by the IHS when construction funds become available.

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

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

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

Respectfully submitted,

Robert Salabye, President
Winslow Indian Health Care Center

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

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

Winslow Indian Health Care Center

Resolution CJY-33-10

Exhibit A

Conditions 1-13

Report/Commentary on

Conditions by WIHCC

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

The conditions set forth below are intended to be ongoing. Full compliance with the conditions set forth below is a pre-requisite for continuing authorization from the Navajo Nation for participation in 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.

	Navajo Nation Conditions for Title V Self-Governance Organizations	Report/Commentary on Conditions by WIHCC
1	1. The Health Care Self-Governance Tribal Organization must qualify as a participant under the Indian Self-Determination Act (P.L. 63-638, as amended) by: 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.	1. Winslow Indian Health Care Center (WIHCC) is a Title V, Self-Governance organization. In 2010, WIHCC was found by the Indian Health Service and Navajo Nation Council to have complied with the three statutory requirements (planning, resolution and demonstration of financial stability) to participate in Self-Governance. Since entering the Self-Governance program, WIHCC continues to demonstrate financial stability and accountability through the following: A. Completed the legal and budgetary planning in 2010; negotiated a Compact of Self-Governance and multi-year funding agreement. The multi-year funding agreement that is in place covers fiscal years 2016-2020 and was signed on November 25, 2015 under the authority of Title V of the Indian Self-Determination and Education Assistance Act. 1 & 2: Part of the funding agreement is a description of the Programs and Services that are provided at Winslow, Dilkon, and Leupp Health Centers and the Little Colorado Medical Center (LCMC), schools within the service area, Northern Arizona Regional Behavioral Health (NARBHA), Detox Center, Winslow & Dilkon Fitness/Physical Therapy Centers, Senior Centers, Child/Adolescent Group or Foster Homes and I.H.S facilities. Purchased and Referred Care Services are also available. B. WIHCC is designated as a "tribal organization" and authorized to participate in Title V, Self-governance by resolution/legislation # CJY-33-10 of the governing body of the Navajo Nation, the Navajo Nation Council. The legislation was approved on July 21, 2010 by the Navajo Nation Council with 67 to 0 votes. C. WIHCC initially demonstrated financial stability in order to be accepted into the

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

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

Navajo Nation Conditions for Title V Self-Governance Organizations		Report/Commentary on Conditions by WIHCC
		3. Arizona Department of Health Services (ADHS) License for Physical Therapy **4. CODA Survey**
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.	Every year, WIHCC reports to the Health, Education, and Human Services Committee (HEHSC). These reports encompass the accomplishments of each of WIHCC's Departments: Community Health Services, Clinical Services, Dental, Nursing Services, Facility Management, Human Resources, Quality Management, and Finance, including WIHCC's annual audit. Updated data on user population, patient visits, visits to specialty clinics and reasons for visits are usually included in the report. Copies of WIHCC's annual reports are provided to the Navajo Department of Health, Office of the President/Vice President, Navajo Area Indian Health Service, Indian Health Service Headquarters and Office of Inspector General (OIG) also reviews the audit reports. **(TAB 3) Attachments:** **1. Annual Report** **2. Audit Report *(see TAB 1)*** **3. Letter from OIG *(as noted above under 1-C) (see TAB 1)***
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 audit survey reports issued by its nationally recognized accreditation organization(s) and all associated corrective action plans to the	WIHCC complies with all established reporting requirements: A. For the Federal Single Audit Act audit, REDW conducts the annual audit and the report is provided to HEHSC, Navajo Department of Health, Office President/Vice President, Navajo Area Indian Health Service, Indian Health Service Headquarters and Office of Inspector General (OIG). B. Title V-Compact authorized by the Navajo Nation Council on July 21, 2010, Legislation # 33-10 and negotiated in FY 2011, and Multi-Year Funding Agreements are provided to HEHSC, Navajo Department of Health, Office of President/Vice President. Copies of current agreement are attached.

Navajo Nation Conditions for Title V Self-Governance Organizations		Report/Commentary on Conditions by WIHCC
	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, and criteria, and due date of the Annual Report shall be determined by the Health and Social Services Committee.	C. WIHCC submits an extensive written Annual Report and reports to HEHSC yearly. **(TAB 4) Attachments:** **1. Audit Report *(see TAB 1)*** **2. Letter from OIG *(as noted above under 1-C) (see TAB 1)*** **3. WIHCC Compact / Resolution CJY-33-10** **4. BOD / Chapter Resolutions 2018** **5. BOD / Chapter Resolutions 2016** **6. Multi-Year Funding Agreement *(see TAB 1)*** **7. Annual Report *(see TAB 3)***
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.	WIHCC maintains compliance with all applicable Navajo Nation laws and Regulations, including the Navajo Preference in Employment Act ("NPEA"), 15 N.N.C. §§ 601 - 619 in the recruitment, employment, and retention of qualified Navajo people. **(TAB 5) Attachment:** **1. Copy of Certificate of Good Standing with Navajo Nation Regulatory Office.**
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.	WIHCC has not seen or received any written Navajo Nation health care policies and/or priorities. WIHCC has requested to be informed of and provided an opportunity to be involved in the development of, and to review and comment on proposed Navajo Nation health care policies and priorities to be adopted by HEHSC.
8	The Health Care Self-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.	• WIHCC and the Association of Indians for Self-Determination in Healthcare (638 Association) requested to meet with Navajo Department of Health Director numerous times over the years without success. Communication has improved with the

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

Navajo Nation Conditions for Title V Self-Governance Organizations		Report/Commentary on Conditions by WIHCC
	policy for consultation on matters of public health and have such policy approved by the Health and Social Services Committee.	consultation policy has not been fully discussed or finalized, and WIHCC has not seen or received any other written policy on consultation or policy regarding public health. **(TAB 7) Attachments:** • **(Draft) HEHSC Consultation Policy**
10	The Health Care Self-Governance Tribal Organizations and Navajo Nation Division of Health and Navajo Nation Department of Emergency Medical Service shall enter Memorandum of Understandings for the Navajo Nation's use and occupancy of Health Care Self-Governance Tribal Organization facilities as long as such use and occupancy does not interfere with direct care services.	WIHCC has MOUs in place with direct patient care programs under Navajo Department of Health and these are updated on a routine basis including Navajo Department of Emergency Medical Service (EMT). These programs are situated in the facility of WIHCC and they coordinate patient services, i.e., TB Control, Health Education, HIV Health Educator, STD Tech, Women/Infant/Children (WIC). **(TAB 8) Attachments:** • **Memorandum of Understandings (MOUs)**
11	The Health Care Self-Governance Tribal Organization in its dealings with the federal and state government, be it lobbying, advocacy, litigation, or negotiating efforts, shall only take positions or make arguments consistent with official published Navajo Nation positions.	WIHCC **does not** participate in activities related to lobbying, advocacy, litigation or negotiation at federal or state level.
12	The Health Care Self-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.	WIHCC provides health care services to any and all Native American eligible users to receive health care at WIHCC. WIHCC does not charge tribal members if they are under Navajo Nation Benefit Plan or Workers Compensation Plan.
13	The 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.	WIHCC provides direct patient care/services to all Native American eligible users.

Navajo Nation Council

Resolution CJY-33-10

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

[redacted]

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 ~~audit~~ 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, ~~and~~ 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 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.

Multi-Year
Funding Agreement
2016-2020

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Indian Health Service
Rockville MD 20857

DEC 03 2015

Ms. Sally Pete
Chief Executive Officer
Winslow Indian Health Care Center, Inc.
500 N. Indiana Ave.
Winslow, AZ 86047

Dear Ms. Pete:

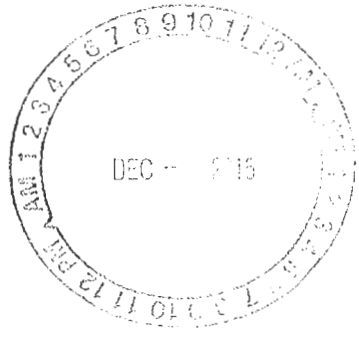
I am writing to provide you a copy of an amendment to the Winslow Indian Health Care Center, Inc. Multi-Year Funding Agreement covering fiscal years 2016-2020, which was signed under the authority of Title V of the Indian Self-Determination and Education Assistance Act. Copies of this amendment will be sent to the Indian Health Service (IHS) Navajo Area Director and the Agency Lead Negotiator for the Navajo Area as well as to the Winslow Indian Health Care Center, Inc. Self-Governance Coordinator.

We wish you continued success as you strive to provide the highest level of health care services to your members and others that you serve. It is our primary goal to work in partnership to continue to make Self-Governance a successful elected choice for the Winslow Indian Health Care Center, Inc.

Sincerely,

for P. Benjamin Smith
Director
Office of Tribal Self-Governance

Enclosure



SELF-GOVERNANCE FUNDING AGREEMENT

BETWEEN

WINSLOW INDIAN HEALTH CARE CENTER, INC.

AND

THE SECRETARY OF THE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FISCAL YEARS 2016 - 2020

Section 1 – Authority and Purpose. This Funding Agreement ("FA") is executed by and between the Winslow Indian Health Care Center, Inc. ("WIHCC"), pursuant to the authority and on behalf of the Navajo Nation, and the Secretary of the Department of Health and Human Services of the United States of America ("Secretary"), represented by the Director of the Indian Health Service ("IHS"), pursuant to Title V of the Indian Self-Determination and Education Assistance Act, as amended ("ISDEAA") and the Navajo Nation Health Compact. Pursuant to this FA, the IHS shall provide funding and services as identified in this agreement and as provided in the Navajo Nation Health Compact between the WIHCC and the IHS. Pursuant to the terms of this agreement, the WIHCC is authorized to plan, conduct, consolidate, redesign, and administer the programs, services, functions and activities identified in section 3 below. The attachments to this Funding Agreement, identified as Attachment A-I, are incorporated by this reference into this Agreement as if set forth herein.

Section 2 – Obligations of the IHS.

(a) **Generally**. Pursuant to this FA, the IHS shall provide funding and services identified herein and as provided in the Navajo Nation Health Compact. The IHS shall remain responsible for performing all Federal residual programs, services, functions and activities ("PSFAs"). To the extent residual PSFAs are required by WIHCC, WIHCC will continue to benefit from federal residual PSFAs on the same basis as such PSFAs are made available to IHS directly operated and tribally operated health programs. IHS's responsibilities under the Indian Health Care Improvement Act and the ISDEAA are unchanged by the Compact and FA, except to the extent the WIHCC has assumed PSFAs under these agreements.

In addition, although funds are provided from IHS Headquarters and the IHS Navajo Area Office in support of the Compact and this FA, the IHS will continue to make available to the WIHCC, PSFAs from both the IHS Navajo Area Office ("NAO") and Headquarters unless 100 percent of the total tribal shares for these PSFAs have been specifically included in this FA. IHS will notify WIHCC with regard to substantial changes affecting the availability or delivery of retained Headquarters or NAIHS PSFAs that have not been included in this FA. The IHS PSFAs for which the WIHCC does not assume responsibility and receive associated funding

under this FA will remain the responsibility of the IHS. These include, but are not limited to, the PSFAs described in section 2(b).

(b) Retained PSFAs.

(1) **Associated Tribal Shares at NAIHS and Headquarters.** The WIHCC has not compacted 100% of its Tribal Shares at NAIHS and Headquarters and the IHS retains for the WIHCC all or portions of the following NAIHS and Headquarters PSFAs as indicated on Attachments C and D:

(2) **Information Resources Management and RPMS.** The IHS will retain WIHCC funds for Information Resources Management ("IRM") PSFAs and RPMS functions and the WIHCC will remain eligible for all services and equipment provided with these funds and will receive services and technical support as provided in Attachment I to this FA, which is hereby incorporated into and made a part of this Agreement.

(3) **Gallup Indian Medical Center.** Gallup Indian Medical Center will continue to serve as a referral center for WIHCC patients.

(c) Other IHS Responsibilities. Unless funds are specifically provided by IHS under this FA, IHS retains all PSFAs and the WIHCC will not be denied access to, or associated services from, IHS Headquarters or NAIHS. Specifically, the WIHCC will receive the following services from the IHS:

(1) **Access to Training and Technical Assistance.** To the extent funds are retained by the IHS, the WIHCC shall have access to training, continuing education, and technical assistance in the manner and to the same extent the WIHCC would have received such services if it were not participating in Self-Governance.

(2) **Intellectual Property.** IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. The WIHCC may use, reproduce, publish, or allow others to use, reproduce or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has authority to do so and the IHS has agreed to extend such rights to the WIHCC. The WIHCC's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

(3) **HIPAA Compliance.** IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for retained IHS health care component activities. The WIHCC is also responsible for complying with HIPAA. IHS and the WIHCC will share patient information consistent with the patient treatment, payment and health care operations exceptions to HIPAA privacy rules.

(4) **Requests for Information.** Any information requested by WIHCC regarding IHS Programs, and/or Financial and Other Information will be provided as set forth in

Article IV, Section 2(b) [Information Regarding IHS Programs] and/or Section 3 [Financial and Other Information] of the Compact.

(5) Project TransAm. WIHCC is authorized to participate in property screenings associated with "Project Transam" as provided in Article II, Section 9 [Participation in "Project Transam"] of the Compact.

(d) Trust Responsibility. In accordance with 25 U.S.C. §§ 458aaa -- 6(g) and 458aaa -- 14(b), nothing in this Compact waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Navajo Nation or individual members of the Navajo Nation which exists under treaty, executive orders, other laws, and court decisions.

(e) Reassumption. The Secretary is authorized to reassume a PSFA, or portion thereof, and associated funding, in accordance with 25 U.S.C. § 458aaa-6(a)(2) and 42 C.F.R. §§ 137.255-.265.

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

Section 4 – WIHCC Programs, Services, Functions and Activities.

(a) Programs, Services, Functions and Activities. Subject to the availability of funding, WIHCC will administer and provide the PSFAs identified in Attachment A to this FA, which is hereby incorporated into this Agreement as if set forth in full, in accordance with the Compact and this FA. WIHCC strives to provide quality health services that meet applicable standards, directly, and by referral and contracted services. Some of these services may be provided through personal service contracts or other contracts or agreements with outside providers, including Collaborative and Affiliation Agreements with universities and other schools under which students, residents and volunteers may assist WIHCC providers in providing services under this FA. To the extent the PSFA descriptions in the FA conflict with the new descriptions or definitions provided in the IHCIA, as amended, the IHCIA shall prevail unless they conflict with the ISDEAA.

(b) Other Programs/Services Funded. This FA may include PSFAs resulting from redesign or consolidation and/or reallocation or redirection of funds for such PSFAs, including WIHCC's own funds or funds from other sources, provided that such redesign or consolidation of PSFAs, and/or reallocation or redirection of funds, must satisfy the conditions of 25 U.S.C. § 458aaa-5(c), pursuant to 25 U.S.C. § 458aaa-4 and Article III, Section 5 [Reallocation, Redesign, and Consolidation] and 6 [Consolidation with Other Programs] of the Compact.

(c) **Non-IHS Funding.** Consistent with Article III, Sections 5 [Reallocation, Redesign, and Consolidation], 6 [Consolidation with other Programs] and 7 [Program Income, including Medicare/Medicaid Reimbursements] of the Compact and 25 U.S.C. § 458aaa-7(j) [Program Income] non-IHS funds may be added to or merged with funds provided by the IHS through this FA, and used to supplement the PFSAs described in Section 4(a) [WIHCC PSFAs].

(d) **Federal Tort Claims Act Coverage.** Federal Tort Claims Act coverage will apply to PSFAs provided under this FA as provided in Article V, Section 3 [Federal Tort Claims Act Coverage; Insurance] of the Compact, and Section 516(a) of Title V, which incorporates Section 102(d) of Title I of the ISDA and Section 314 of Pub. L. 101-512. FTCA coverage will also be extended to WIHCC and its employees in carrying out statutorily mandated grant programs to the extent the above-cited statutes allow. The extent of FTCA coverage is described more particularly in 25 CFR §§ 900.180 – 900.210.

(e) **Use of Federal Real Property.** Pending transfer of title to the facilities, the IHS hereby authorizes the WIHCC to utilize all of the federally-owned real property, including all lands, buildings, structures, quarters and related facilities, as evidenced by a facility inventory, presently owned by the U.S. Government/IHS, as provided in 25 U.S.C. § 450j(f)(1), to be used in connection with carrying out the terms, conditions, and provisions of this FA and any successor FA.

(f) **Facilities and Locations.** The WIHCC provides the PSFAs described in this FA at facilities and by mobile van within the Winslow Service Unit/Area including the main campus at Winslow, the Dilkon and Leupp Health Centers, the Little Colorado Medical Center, the Winslow Campus of Care, at schools and senior centers within the Winslow Service Unit/Area and Winslow, Arizona, the Northern Arizona Regional Behavioral Health Authority ("NARBHA") Detox Center, the Winslow Fitness and Dilkon Physical Therapy Centers. WIHCC provides public health services as well as dental care by mobile van at Head Start centers, child and adolescent group or foster homes and community schools. The WIHCC may provide services outside the service delivery area in support of the PSFAs carried out under this FA.

(g) **Health Status Reports.** The WIHCC will report on health status and service delivery to the extent that such data is not otherwise available to the Secretary and specific funds for this purpose are provided by the Secretary under this FA consistent with 25 U.S.C. § 458aaa-6. Any such reporting shall impose minimal burdens on the WIHCC and shall be in compliance with requirements promulgated pursuant to 25 U.S.C. § 458aaa-16.

Section 5 – Funding Available

(a) **Funding Amounts.** To carry out the PSFAs described in Section 4 of this FA, the WIHCC has reallocated funding as the WIHCC deemed necessary into its consolidated WIHCC budget. The funds made available to the WIHCC pursuant to the Compact and Title V of the Act are subject to reductions only in accordance with 25 U.S.C. § 458aaa-7(d) and 25 U.S.C. § 450j-1. Under this FA, IHS agrees to make available in FY 2016 the amounts identified

in the following documents: Attachment A-1 Self Governance FA Table; Attachment B 106(a)(1) Base Funding Table; Attachment C – NAIHS Funding; Attachment D – Headquarters Funding; which are incorporated into and made a part of this FA by reference. For FY 2017-20, the FY 2016 Funding Amounts will be adjusted only in direct proportion to the general increases or decreases in Congressional appropriations by sub-sub activity excluding earmarks; by mutual agreement; or as a result of retrocession or reassumption.

(b) **Stable Base Funding.** Except as provided in subsection (c) of this section, the amount to be paid to the WIHCC in 2016 will be the total of the final reconciled 2015 amount of Headquarters, Area and program base funding. Except for sub-sub activities 11 [Contract Support Costs – Indirect], 20 [Equipment] and the Project Pool portion of 19 [Maintenance and Improvement] shown on Attachment A-1, the funding identified in Attachments A-1, B, C, C-A, D and G (Direct) is to be provided to the WIHCC as an annual stable base funding amount for the funding period beginning the effective date of this FA and continuing through September 30, 2016. For subsequent fiscal years (included in the term of this FA), Stable Base Funding Amounts will be adjusted only in direct proportion to the general increases or decreases in Congressional appropriations by sub-sub activity excluding earmarks; by mutual agreement; or as a result of full or partial retrocession or reassumption. Pursuant to 42 C.F.R. §§ 137.120 - .125, the funding identified as the WIHCC's stable base funding amount will not be recalculated during the term of this FA and will be adjusted annually only to reflect changes in Congressional appropriations by sub-sub activity excluding earmarks; by mutual agreement; or as a result of full or partial retrocession or reassumption. The establishment of a base budget as defined herein does not preclude the WIHCC from including additional PSFAs, and associated funds, not previously assumed by the WIHCC. The WIHCC is eligible for, on the same basis as other tribes, service increases, mandatories, population growth, health services priorities system funds, and any other new funding for which the WIHCC is eligible.

(c) **Funding Not in Stable Base Funding.** Funding for PSFAs assumed by the WIHCC, which is not included in the stable base funding, shall be provided to the WIHCC and expended in accordance with applicable federal law. In addition, the WIHCC is eligible for, on the same basis as other tribes, program formula and other non-recurring funds which the IHS distributes annually on a non-recurring basis including but not limited to Catastrophic Health Emergency Funds ("CHEF"), sub-sub activity 20 [Equipment] 11 [Contract Support Costs – Indirect] and the Project Pool portion of 19 [Maintenance and Improvement] as shown on Attachment A-1, year end, and other increases in or new resources for which the WIHCC is eligible.

(d) **Contract Support Costs.** The parties agree that Contract Support Costs (CSC) funding under this FA will be calculated and paid in accordance with Sections 508, 519(b) and 106 of the ISDEAA and the IHS CSC Policy (Indian Health Manual – Part 6, Chapter 3). Nothing in this provision shall be construed to waive either (1) any statutory claim that WIHCC may assert it is entitled to under the ISDEAA, or (2) any rights under the Navajo Nation Compact. In accordance with these authorities and any statutory restrictions imposed by Congress, the IHS will pay WIHCC direct CSC and indirect CSC in the amounts shown on Attachment G. WIHCC will receive funding increases for direct and indirect CSC on the same

bases as other Title V tribes and tribal organizations. The IHS CSC amounts may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in program bases, Tribal CSC need, and available CSC appropriations. Any adjustment to the funding amounts identified in Attachment G will be reflected in future modifications to this FA.

(e) **Allocation of Resources.**

(1) **General.** Funding is provided under this FA for the eligible IHS user population within WIHCC's service area. The basis for the initial level of service unit or program base funding was IHS's FY 1998 user population of 15,970. The assumed user population was determined based on criteria administered by IHS. As of Fiscal Year 2014, the IHS has verified the WIHCC user population through 2014 as 16,649 IHS users.

(2) **Area Office and Headquarters Tribal Shares.** FY 1998 user population was used for the initial distribution of Area and Headquarters Tribal Shares to WIHCC.

(3) **Allocation of New Resources.** The Navajo Area IHS will provide WIHCC information regarding the total amounts of all new and/or increased funding received by the Area and the existing methodology for allocation of such funds.

(f) **Statutorily Mandated Grants.** In accordance with 25 U.S.C. § 458aaa-4(b)(2) and implementing regulations, the parties agree that the IHS/Secretary will add the WIHCC's FY 2016-20 Diabetes Grant(s), and any other statutorily mandated grant awarded through IHS to the WIHCC, to this FA after these grants have been awarded. Grant funds will be paid to the WIHCC as a lump sum advance payment through the PMS grants payment system. The WIHCC will use interest earned on such funds to enhance the statutorily mandated grant program, including allowable administrative costs. The WIHCC will comply with all terms and conditions of the grant award for statutorily mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

(g) **Other Funds Due WIHCC.**

(1) **Reconciliation and Adjustment.** All funding amounts identified under this FA are based on prior year appropriations and subject to amendment to reflect the full amount due for FY 2016-20. IHS will provide sufficient documentation and work with WIHCC to reconcile the amounts due under this FA to the amounts actually received by WIHCC.

(2) **Other Headquarter Resources.** In addition to the amounts otherwise provided, WIHCC shall be eligible to receive a tribal share for which it meets the eligibility criteria of any unobligated funds existing as of the end of the fourth quarter of each fiscal year, including but not limited to, the IHS Headquarters Management Initiatives and Director's Emergency Fund line items (excepting those with X-year funds), (1) where the WIHCC's full annual share for that funding category was not identified in FA Attachments listed in section 5(a) [Funding Amounts] or for which the total funds available for distribution to Tribes in those

categories for the applicable fiscal year increased after execution of this FA, and (2) where the funds involved were not subject to a Congressional earmark that precludes distribution to the WIHCC.

(3) **Other Navajo Area Managed Funds.** In addition to the amounts otherwise provided, the WIHCC shall remain eligible to receive a tribal share of all other funds for which it meets the eligibility criteria for any unobligated NAIHS funding existing at the end of the fourth quarter of the federal fiscal year, including but not limited to NAIHS non-recurring funds. If any additional or supplemental funding is received by the NAIHS specifically for any funds withheld from tribal distribution (on the attached spreadsheets), or if the NAIHS does not pay these actual costs, the WIHCC shall receive its share of additional tribal shares made available as a result on the same basis as such funds are provided to directly operated or contracted or compacted service units or areas.

(4) **Other Non-Recurring Funds.** Any non-recurring funds not included in this FA shall be included herein when actual appropriations for the fiscal year become available. Non-recurring and earmarked funds will be provided to the WIHCC in the future to the same extent as they have historically been provided consistent with applicable law and funding formulas agreed to by WIHCC and the other Navajo Area Service Units and Areas.

(5) **Funding Adjustments Due to Congressional Actions.** The parties to this FA recognize that the total amount of funding in this FA is subject to adjustment due to Congressional action in appropriations acts. Upon enactment of relevant appropriations acts or other law affecting availability of funds to the IHS, the amounts of funding provided to the WIHCC in this FA shall be adjusted as necessary, and the WIHCC shall be notified of such action, subject to any rights which the WIHCC may have under this FA, the Compact, or applicable federal law.

(h) **FY2017-20 Funding Amounts.** It is the parties' intent that this FA be a multi-year FA covering fiscal years 2016 – 2020. For FY 2017-20, the parties will communicate and negotiate as necessary to amend this FA, and attachments, to reflect any changes in responsibilities of the parties, including without limitation, the PSFAs to be carried out by WIHCC, and the funding to be provided by IHS for those PSFAs, in FY 2017-20. For each fiscal year covered by this FA, the updated tables will be incorporated into and will supersede the prior fiscal year FA funding tables.

(i) **Consolidation of Contract and Previous Funding Agreements.** The contract listed below and all previous AFAs shall be modified or terminated, as appropriate, and consolidated into the compact as provided in Article 3, Section 4 of the compact.

Title I, P.L. 93-638 Contract Number: IHISI24520110004C

(j) **Reconciliation.** For the term of this FA, reconciliations will be held between WIHCC and NAIHS twice per fiscal year, or more often if needed. The parties agree that they will transfer any funds due the other party in a timely manner.

(k) **Buyback Agreement.** Intergovernmental Personnel Act ("IPA") and Commissioned Corps Memoranda of Agreement ("MOA") salary and related costs, and the costs for other services bought back from IHS, will be determined, funded and processed as detailed in the Buyback Agreement between NAIHS and WIHCC, which is attached as Attachment F.

Section 6 – Payments.

(a) **Payment Schedule – Generally.** Payments shall be made as expeditiously as possible and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. The IHS shall make available the funds identified and agreed upon under section 5 [Funding Amounts] by paying the total amount as provided in the FA in an advance lump sum by wire transfer, as permitted by law, or as provided in section 6(b) [Periodic Payments] or otherwise in this FA. The WIHCC shall be paid 100% of the funding amount due to WIHCC under section 5 for Fiscal Year 2016 within ten (10) calendar days of the effective date or within ten (10) days after the date on which the Office of Management and Budget apportions the appropriations for FY 2016 for PSFAs subject to the FA, whichever is later. For Fiscal Years 2017-20, the WIHCC shall be paid 100% of the funding amount due to WIHCC under section 5 for Fiscal Years 2017-20 within ten (10) days of October 1, 2016 and 2019, respectively, or within ten (10) days after the date on which the Office of Management and Budget apportions the appropriations for FY 2017-20 for PSFAs subject to the FA, whichever is later. The Prompt Payment Act, Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under the Compact and this FA. Except for the periodic payments described in section 6(b) [Periodic Payments], all funds identified in Section 5 [Funding Available] of this FA shall be paid to the WIHCC, in accordance with Article II, Section 5 [Payment] of the Compact.

(b) **Periodic Payments.** Payment of funds otherwise due to the WIHCC under this FA, which are added or identified after the initial payment is made, shall be made promptly to the WIHCC by wire transfer within ten (10) days after distribution methodologies and other decisions regarding payment of those funds have been made by the IHS.

Section 7 – Access to Gallup Regional Supply Service Center ("GRSSC"), Prime Vendor Contract, and Use of General Services Administration ("GSA") Vehicles.

(a) **GRSSC and Prime Vendor Contract.** In accordance with 25 U.S.C. § 458aaa-7(e) and 458aaa-15(a), the WIHCC shall have access to pharmaceuticals and supplies through the IHS. It is the intention of the parties that the WIHCC will continue to purchase pharmaceuticals, medical and other supplies from the GRSSC or its successor. The terms and conditions for WIHCC's use of the GRSSC and Prime Vendor contract shall be as set out in the Agreement between the parties, GRSSC-2016-0001, or its successor.

(b) **GSA Vehicles.** WIHCC is authorized to obtain from GSA interagency motor pool vehicles and related services for use in carrying out the PSFAs under this Agreement.

Section 8 – Amendment or Modification of this Funding Agreement.

(a) **Form of Amendments.** Except as otherwise provided in this FA, the Compact, or by law, any modifications of this FA shall be in the form of a written amendment executed by the WIHCC and the United States.

(b) **Due to Addition of IHS Retained or New Programs.** Should the WIHCC determine that it wishes to provide a PSFA of the IHS for which funding has been retained by IHS and which is not included in this FA, the IHS and the WIHCC shall negotiate an amendment to this FA to incorporate the new PSFA and related funding.

(c) **Due to Availability of Additional Funding.** The WIHCC shall be eligible for any increases in funding and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this FA, and this FA shall be amended to provide for timely payment of such new funds to the WIHCC.

(1) **Funding Increases.** Written consent of the WIHCC shall be required for issuing amendments to increase funding, except as provided in section 8(c)(2).

(2) Amendments to add funds to this FA that do not require written consent may include, but are not limited to: Mandatory increases, Pay Act, population growth and Indian Health Care Improvement Fund; End of Year Distributions; CHEF Reimbursements; Routine Maintenance and Improvement; and third-party collections and reimbursements.

(3) Within two weeks after any increase in funding provided under subsection 8 (c)(2), the IHS shall provide the WIHCC with written documentation of the sub-sub activity source and distribution formula for the funding.

Such amendments shall be without prejudice to the rights of the WIHCC under Article II, Section 11 [Disputes] of the Compact.

Section 9 – Other Provisions.

(a) **Subsequent Funding Agreements.** In accord with Article II, Section 13(b) [Continuation of Compact and FA] of the Compact and 25 U.S.C. § 458 aaa-4(e) [Subsequent FAs] if the parties are unable to conclude negotiation of a subsequent FA prior to the expiration of the current FA, the terms of the Compact and this FA shall remain in effect until a subsequent FA is executed. Subsequent FAs will be effective on the date signed by the WIHCC and Secretary, or on another date mutually agreed upon. As provided in 25 U.S.C. § 458 aaa-4(e), subsequent FAs will become retroactive to the end of the term of the preceding FA. Any increases in funding to which the WIHCC is entitled by statute, or increases which the WIHCC

subsequently negotiates, shall be included in the subsequent FA retroactive to the end of the term of the preceding FA.

(b) **Memorialization of Disputes**. The parties to this FA have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters are set forth in an attachment to this FA, which shall be identified as Attachment H. This attachment shall not be considered a part of this FA, but is attached for the purpose of recording matters in dispute for future reference, discussion and resolution as appropriate. This attachment shall not be construed as an admission against either party. The WIHCC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 10 – Severability.

(a) Except as provided in this section, this FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

(b) The parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this FA.

Section 11 – Title I Provisions Applicable to this Funding Agreement.

As authorized in 25 U.S.C. § 458 aaa-15(b), the WIHCC exercises its option to include the following provisions of Title I of the Act as part of this FA and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

(a) 25 U.S.C. § 450b(e) (definition of "Indian tribe");
(b) 25 U.S.C. § 450h(b) (related to grants for health facility construction and planning, training, and evaluation);
(c) 25 U.S.C. § 450h(d) (duty of IHS to provide technical assistance);
(d) 25 U.S.C. § 450j(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
(e) 25 U.S.C. § 450j(o) (storage of patient records);
(f) 25 U.S.C. § 450l(c), section 1(b)(8)(A) (access to reasonably divisible property);
(g) 25 U.S.C. § 450l(c), section 1(b)(8)(C) (joint use agreements);
(h) 25 U.S.C. § 450l(c), section 1(b)(8)(D) (acquisition of property);
(i) 25 U.S.C. § 450l(c), section 1(b)(8)(E) (confiscated or excess property);
(j) 25 U.S.C. § 450l(c), section 1(b)(F) (screener identification);
(k) 25 U.S.C. § 450l(c), section 1(b)(9) (availability of funds);
(l) 25 U.S.C. § 450l(c), section 1(d)(1)(B)(1) (construction of contract);
(m) 25 U.S.C. § 450l(c), section 1(d)(1)(B)(2) (good faith);
(n) 25 U.S.C. § 450l(c), section 1(d)(1)(B)(3) (programs retained);
(o) 25 U.S.C. § 450l(c), section 1(f)(2)(B) (incorporation by reference); and
(p) 25 U.S.C. § 450m-1, (judicial and administrative remedies).

Section 12 – Applicability of the Indian Health Care Improvement Act Reauthorization Provisions

The WIHCC may utilize and implement programs under the Indian Health Care Improvement Reauthorization & Extension Act, enacted by reference and amended by § 10221 of the Patient Protection & Affordable Care Act, Pub. L. 111-148, to the same extent and on the same basis as other Tribes.

Without intending any limitation on the WIHCC's authority to implement other provisions of the IHCIA Reauthorization, notwithstanding anything to the contrary in the Navajo Nation Health Compact, and in addition to other PSFA's already provided for in the Navajo Nation Health Compact and FA, or redesigns thereof, the WIHCC may exercise its option to include the following provisions of the Indian Health Care Improvement Reauthorization & Extension Act, enacted by reference and amended by § 10221 of the Patient Protection & Affordable Care Act, Pub. L. 111-148 and these provisions shall have the force and effect as if set forth in full:

a) 25 U.S.C. § 1642 (Purchasing Health Care Coverage);
b) 25 U.S.C. § 1675 (Confidentiality of Medical Quality Assurance Records; Qualified Immunity for Participants);
c) 25 U.S.C. § 1621t (Licensing);
d) 25 U.S.C. § 1616q (Exemption from Payment of Certain Fees);
e) 25 U.S.C. § 1641 (Treatment of Payments Under Social Security Act Health Benefits Programs);
f) 25 U.S.C. § 1621e (Reimbursement from Certain Third Parties of Cost of Health Services);
g) 25 U.S.C. § 1680c (Health Services for Ineligible Persons);
h) 25 U.S.C. § 1615 (Continuing Education Allowances);
i) 25 U.S.C. § 1621u (Liability for Payment).

Section 13-Effective Date and Term. This FA shall become effective upon execution by both parties or October 1, 2015, whichever is later, and shall extend through September 30, 2020, or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 13(b) [Continuation of Compact and FA] of the Compact and Section 9(a) of this FA, [Subsequent FAs].

Winslow Indian Health Care Center, Inc.

By: _____
President, Board of Directors

Date: Sept. 30, 2015

United States of America

By: _____
for Director, Indian Health Service

Date: 11/25/2015

Attachments:

A WIHCC FY 2016-20 Programs and Services
A-1 Self-Governance FA Funding Table
B 106(a)(1) Base Funding Table
C NAIHS Area Office Shares Funding
C-1 Gallup Regional Supply Service Center Operation Shares
C-A Navajo Area Wide Reserve Shares
D Headquarters Funding Table
Table 4F HQ Facilities Appropriation Funds
E Navajo Area Residual Plan
F Buyback Agreement
F Appendix A Estimated Monthly Costs
G Contract Support Costs
H Memorialization of Matters Remaining in Dispute
I OIT Shares Table

ATTACHMENT A TO Fiscal Years 2016-20 FA
WINSLOW INDIAN HEALTH CARE CENTER, INC.
PROGRAMS AND SERVICES

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

The Winslow Indian Health Care Center provides medical care including:

1. General ambulatory care clinical services. WIHCC provides primary care physicians, nurse practitioners and physician assistants providing care in a family practice model for healthcare delivery. General ambulatory services include laboratory and radiology services.

2. Nursing Services – WIHCC provides nursing services for patients in multiple areas at primary, secondary and tertiary levels, including but not limited to: primary care, urgent care, specialty care, employee health, and quality management. These services include direct patient care, case management and care coordination, and administration.

3. Urgent care – WIHCC provides urgent care and emergent services in stabilizing and transporting patients.

4. Specialty care – WIHCC provides care for specialized needs including but not limited to neurology, rheumatology, cardiology, nephrology, surgical, obstetrics, orthopedics, podiatry, and ophthalmology. With respect to specialty services, WIHCC's specialists may on occasion provide services to other IHS-eligible patients at IHS facilities, including Chinle Comprehensive Health Care Facility, at which WIHCC specialists have appropriate privileges, and with which WIHCC has executed signed agreements for such services.

5. Physical Therapy - WIHCC provides physical therapy services, including medically prescribed and monitored exercise and fitness programs. These services will include: musculoskeletal, orthopedic, rehabilitative, functional, preventive, and all other intervention services as outlined in the 'Guide to Physical Therapy Practice',

published by the American Physical Therapy Association, including referrals from clinical providers for weight loss, diabetes management, and physical rehabilitation.

6. Prenatal care – WIHCC provides services for prenatal care throughout the pregnancy including delivery.

7. Optometry – WIHCC provides optometry services for patients including a wide range of diagnostic exams. Prescription eyewear is also provided to patients meeting WIHCC criteria.

8. Dental care – WIHCC provides dental care to eligible patients of all ages, including routine and emergency dentistry as well as denture services, sealants, implants, and other dental needs. A dental mobile van provides preventive services and dental care at community schools and Head Start centers, and at child and adolescent group or foster homes.

9. Diabetes – WIHCC provides primary, secondary and tertiary care in a comprehensive program that includes diabetes clinics, diabetic nurse visits, nutrition, wound care, and other support activities promoting diabetes prevention and care.

10. Nutrition services – WIHCC provides food and nutritional services including provision of food to patients, food services for staff and guests, and provision of nutritional services to beneficiaries.

11. Mental health – WIHCC provides mental health services for behavioral health issues, and psychiatric and social services.

12. Substance abuse – WIHCC provides outpatient care for substance abuse issues.

13. WIHCC may provide necessary health care services to beneficiaries at remote sites via telemedicine and telepsychiatry, including such services as listed in paragraph 4 above, to IHS sites.

14. Mobile van outreach- provides limited primary and preventive care, dental, and public health services throughout the Winslow service delivery area, including but not limited to senior centers.

15. Community Health Services – provides for health promotion initiatives involving communities and schools. Extensively involved with annual Wellness Conference incorporating traditional beliefs with modern health care. Incorporates various aspects of health promotion including:
    a. Environmental Health – WIHCC program activities include, but are not limited to institutional and temporary food sanitation training, vector-borne, enteric, and other environmentally related disease outbreak investigations as needed, comprehensive environmental

health surveys of institutional facilities such as Head Start, correction facilities, day care facilities, group homes, schools, community centers, senior centers, etc.

b. Injury Prevention Program – WIHCC program activities include, but are not limited to community injury surveillance, community education and training on local injury issues, facilitation of community coalitions, and injury prevention project development. Maintenance of local community injury statistics (injury epidemiology) is the foundation of the Injury Prevention Program.

c. Health education – WIHCC provides education to service delivery area including current health education initiatives of diabetes, smoking cessation, exercise, substance abuse, suicide prevention, and nutrition. Works with Navajo Nation Special Diabetes Project and other sectors to provide comprehensive health information.

d. Complementary Therapeutic Treatment Program – WIHCC provides complementary and alternative medicine ("CAM") patient care services, including, but not limited to, acupuncture and massage therapy, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition, and which are provided either (a) through a referral from the primary care provider (defined as MD, DO, DDS, DMD, PA, APN, DPM) on the WIHCC medical staff or (b) by a WIHCC medical staff member who is credentialed and privileged as required by WIHCC's accrediting or certifying body for the specific CAM services to be provided.

e. Traditional medicine – WIHCC provides services based on traditional Navajo healing practices, including coordination of services, research and training in order that traditional healing may be incorporated "side-by-side" with medical practices to further incorporate traditional values, beliefs, or practices for the benefit of patients and families. Pursuant to 25 U.S.C. § 1689u, the United States is not liable for any provision of traditional health care practices pursuant to the IHCIA that results in damage, injury, or death to a patient.

f. Public Health Nursing – WIHCC provides public health nursing services throughout the Winslow service delivery area including some home services, visits to senior centers, immunizations, and referrals.

16. Pharmacy – provides pharmaceutical care to patients that includes prescription services along with immunizations and medication management clinics for anticoagulation, insulin, asthma and other conditions. Also, provides telepharmacy services to Leupp and Dilkon for pharmacists' care to patients.

17. Employee Health Services: WIHCC will provide limited health care services, consistent with 5 U.S.C. 7901(c), other applicable law and NAIHS Circular 00.1, to its employees carrying out the FA, through an employee health

program designed to comply with Occupational Health and Safety Administration (OSHA) and accrediting agency requirements.

18. School-based Services: WIHCC may also provide school-based services, including screening and preventive services, as well as problem-focused direct patient care. These services will be restricted to IHS beneficiaries, and may include medical, dental, eye care, behavioral health, and family planning services.

19. Purchased and Referred Care: WIHCC provides contract health care (CHS)/purchased and referred care consistent with published IHS CHS eligibility regulations at 42 C.F.R. Part 136, and medical priorities that are not more restrictive than NAIHS funded medical priorities to eligible NAIHS-CHS Indian beneficiaries. WIHCC will pay for all NAIHS-CHS eligible patients referred from its facilities, provided, that NAIHS and contracted and compacted NAIHS programs also pay for all NAIHS-CHS eligible patients referred from their respective facilities. In the event one or more NAIHS or contracted or compacted NAIHS programs elect not to administer their CHS program in accordance with the "he who refers pays" administrative practice, WIHCC retains the option to discontinue the "he who refers pays" administrative practice and to negotiate with NAIHS terms for a mutually acceptable CHS administrative practice.

20. Other Programs/Services: Including, but not limited to, any new or expanded health care program funded during FY 2016-20 including programs identified in the Indian Health Care Improvement Act, as amended and reauthorized, any new health care program resulting from reallocation of funds and redesign of programs in accordance with the terms and conditions of the FA, and any new programs or services authorized or mandated by federal legislation, subject to the applicable provisions of Title V of the Indian Self-Determination Act and section 8(b) of the FA.

In addition to the clinical services described above, WIHCC provides the following services, among other related services, in administering the health program and providing health care services for eligible beneficiaries:

1. Administrative Services: Including, but not limited to, developing, coordinating, and administering the organization's policies on personnel, including staffing, recruitment, and retention, job classification, pay and benefits administration, training and development, employee relations, finance, accounting, payroll, insurance, data processing, internal control, auditing, materials management, and human resources. Consistent with its mission to provide high quality cost-effective health care, WIHCC may work with CMS and other payers to find innovative models for health care delivery and reimbursement, align itself with an Accountable Care

Organization and/or participate in a Medicare shared savings program.

2. Executive Direction: Including, but not limited to, program planning, including both strategic and operational planning, financial management, personnel management, and ensuring that the program meets or exceeds applicable regulatory standards. Includes medical staff office functions including, but not limited to, credentialing, privileging, committee support, and functions related to regulatory requirements. Includes activities of the Board of Directors, and related functions and activities.

3. Financial Management: Including, but not limited to, organizing, coordinating, and executing budget and financial operations for WIHCC and coordination of efforts with the Office of Tribal Self-Governance and Navajo Area Office personnel and finance-related systems, including management of reserve accounts.

4. Contracts, Grants and Awards Planning and Management: Including, but not limited to, contract, grant and other funding proposal research, development, preparation and management, administration and monitoring of any such awards relating to the PFSAs included in this Attachment and the FA.

5. Business functions: Including, but not limited to, collecting data on reimbursable expenses incurred by patients and clients, generating bills for collection from other payers (Medicare, Medicaid, and private insurance) conducting utilization review, insurance verification, and collections activities.

6. Public Relations: Including, but not limited to, responding to media inquiries, preparing materials and information for public distribution and display, and providing technical assistance for presentations and displays.

7. Human Resources: Including, but not limited to, administering and implementing policies and procedures related to direct hire employees and IHS employees assigned under IPA agreements and MOAs.

8. Telecommunications, Information and Technology Services: Providing technical support for hardware, software, applications development, telecommunications, biomedical devices and management, non-technical information, overall systems and operations management and senior leadership level information management and strategic planning.

9. Health Information Management/"Medical Records": Including, but not limited to, maintaining paper and electronic medical records for all patients being seen at WIHCC from all service areas; record storage and retrieval, review and analysis of medical records,

transcriptions, coding, discharges, and managing release of medical information. Records will be kept in accordance with applicable regulations and in a manner to ensure accreditation and compliance with HIPAA.

10. Property and Supply: Coordinating and providing logistical management for support services and operations related to supplies and property. Services range from management and distribution of supplies, equipment and mail, to overseeing rental and maintenance contracts, to inventory control of equipment and property.

11. Housekeeping: Including provision of routine cleaning of facilities in patient care and non-patient care areas of all facilities; unscheduled and/or housekeeping services that are considered necessary for health, safety, or patient care and related functions.

12. Laundry: Including, but not limited to, managing and providing laundry services for facilities operated under this FA.

13. Security Services: Including, but not limited to, providing required safety and security for patients, employees and property at facilities operated under this FA.

14. Hospital/Facility Safety and Environmental Services: Including, but not limited to, safety management programs; hazard surveillance monitoring; hazardous materials and waste management; monitoring for security, pest control, regulated medical wastes and hazardous waste; assisting department managers with their responsibility to monitor the interior of facilities for repairs, and activities related to accreditation surveys.

15. Biomedical Services: Including, but not limited to, assuring the use of safe and functional equipment in diagnosis and treatment of patients through an equipment management program, including repairs and preventive maintenance.

16. Contracts and Facilities Management: Including, but not limited to, management of contracting activities, Facility Management and facility procurement, maintenance, and renovation activities, including Maintenance and Improvement (M&I) and Medicaid and Medicare (M&M) projects and activities.

17. Facilities Maintenance: Including, but not limited to, maintenance and improvement, and routine maintenance of all facilities operated under this AFA, including repairing and providing necessary upkeep of all buildings and grounds.

18. Transportation of Patients: Including, but not limited to, transportation by ground and air ambulance to appropriate facilities

FY2016 Self-Governance Funding Agreement Table

Tribe: Winslow Indian Health Care Center, Inc. Compact No.: 63G110103

No.	Sub-Activity	Program Funding Agreement Amount	Program Retained Services Amount	Program Amount to be Received	Area Office Shares Funding Agreement Amount	Area Office Shares Retained Services Amount	Area Office Shares AOS Amount to be Received	HQ Shares Funding Agreement Amount	HQ Shares Retained Services Amount	HQS Amount to be Received	TOTALS Funding Agreement Amount	TOTALS Retained Services Amount	Total Amount to be Received
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
(1)	Hospital & Clinics	10,525,727	-	10,525,727	538,678	(45,979)	492,699	523,493	(340,116)	183,377	11,587,898	(386,095)	11,201,803
(2)	Dental	1,363,690	-	1,363,690	48,132	-	48,132	12,904	-	12,904	1,424,726	-	1,424,726
(3)	Mental Health	487,957	-	487,957	-	-	-	22,431	-	22,431	510,388	-	510,388
(4)	Alcohol & Substance Abuse	111,870	-	111,870	19,419	-	19,419	-	-	-	131,289	-	131,289
(5)	Public Health Nursing	573,561	-	573,561	-	-	-	-	-	-	573,561	-	573,561
(6)	Health Education	-	-	-	-	-	-	-	-	-	-	-	-
(7)	Community Health Rep	-	-	-	-	-	-	-	-	-	-	-	-
(8)	Immunization AK	-	-	-	-	-	-	-	-	-	-	-	-
(9)	Direct Operations	-	-	-	94,453	(48,233)	46,220	164,729	(13,760)	150,969	259,182	(61,993)	197,189
(10)	Contract Supp Cost - Direct	760,844	-	760,844	-	-	-	-	-	-	760,844	-	760,844
(11)	Contract Supp Cost - Indirect	5,788,533	-	5,788,533	-	-	-	-	-	-	5,788,533	-	5,788,533
(12)	Self-Governance	-	-	-	-	-	-	-	-	-	-	-	-
(13)	Total Services	19,612,182	-	19,612,182	700,682	(94,212)	606,470	723,557	(353,876)	369,681	21,036,421	(448,088)	20,588,333
(14)	Purchased Referred Care	7,127,242	-	7,127,242	94,956	-	94,956	30,974	-	30,974	7,253,172	-	7,253,172
(15)	Total No Year Services	7,127,242	-	7,127,242	94,956	-	94,956	30,974	-	30,974	7,253,172	-	7,253,172
(16)	Environmental Health Support	278,126	-	278,126	48,109	(48,109)	-	-	-	-	326,235	(48,109)	278,126
(17)	Facilities Support	426,389	-	426,389	124,489	(87,231)	37,258	-	-	-	550,878	(87,231)	463,647
(18)	OEHE Support	-	-	-	-	-	-	20,760	-	20,760	20,760	-	20,760
(19)	Maintenance & Improvement	-	-	-	-	-	-	-	-	-	-	-	-
(20)	Equipment	-	-	-	-	-	-	-	-	-	-	-	-
(21)	Total Indian Health Facilities	704,515	-	704,515	172,598	(135,340)	37,258	20,760	-	20,760	897,873	(135,340)	762,533
(22)	Grand Total Funding Agreement	27,443,939	-	27,443,939	968,236	(229,552)	738,684	775,291	(353,876)	421,415	29,187,466	(583,428)	28,604,038

Note[1]: All estimates are based on FY2015 appropriations and these amounts will be adjusted based upon the enacted FY2016 appropriations.

ATTACHMENT B

WINSLOW INDIAN HEALTH CARE CENTER, INC.

106 (a)(1) Base Funding
FISCAL YEAR 2016

	FY 2015 Funding Base	Recurring Increases in FY2015	FY 2015 Inflation Based on 2012 User Pop	Total FY 2016 Funding Base
Hospital & Clinics	$ 10,508,561	$ 17,166	$ -	$ 10,525,727
Dental	$ 1,363,690	$ -	$ -	$ 1,363,690
Mental Health	$ 487,957	$ -	$ -	$ 487,957
ASAP	$ 111,870	$ -	$ -	$ 111,870
Public Health Nursing	$ 573,561	$ -	$ -	$ 573,561
Purchased Referred Care	$ 6,925,440	$ -	$ 201,802	$ 7,127,242
Facilities Support	$ 426,389	$ -	$ -	$ 426,389
Environmental Health Support	$ 278,126	$ -	$ -	$ 278,126
TOTAL	$ 20,675,594	$ 17,166	$ 201,802	$ 20,894,562

NOTES

Note[1]: Funding amounts reflect FY2015 appropriations, FY2015 Program increase and FY15 Inflation based on 2012 user population; these funding amounts will be adjusted based upon the enacted FY2016 appropriations and program increases, inflation and rescissions.

ATTACHMENT C

Winslow Indian Health Care Center, Inc.
FY 2016 Area Office Shares

	Program Activities	FY 2015 Recurring Base (1)	Less Residual (2)	FY 2016 Funding Base (3)	% of 1998 Total Users 253,822 (4)	Foot Notes (5)	FY 2016 Total Shares (6)	FY 2016 Shares Taken by Winslow (7)	FY 2016 Shares Retained by IHS (8)
	Hospitals & Clinics								
001	Office of the Area Director	62,772	0	62,772	6.303%		4,031	0	4,031
128	Attorney	282,726	(193,035)	189,741	6.303%		11,958	11,958	0
082	Office of Ind Self Determination	372,205	0	372,205	6.303%		23,460	23,460	0
107	EEO	4,345	0	4,345	6.303%		307	307	0
013	Purchased/Referred Care	147,077	0	147,077	6.303%		9,270	0	9,270
002	Financial Management	1,465,881	(529,682)	936,999	6.303%		59,185	59,185	0
005	Admin Services	349,393	0	349,393	6.303%		22,022	19,820	2,202
025	Information Resource Management	399,431	(221,366)	178,065	6.303%		11,222	0	11,222
007	Acquisition	795,097	(520,984)	274,113	6.303%		17,277	17,277	0
003	Human Resources	1,092,336	(133,815)	958,521	6.303%		60,460	60,460	0
017	Medical Records	4,772	0	4,772	6.303%		301	301	0
047	EMS	14,313	0	14,313	N/A		0	0	0
016	Nursing Admin	197,620	0	197,620	6.303%		12,456	12,456	0
009	Professional Stds & Recruit	302,718	0	302,718	6.303%		19,084	0	19,084
	subtotal	5,594,546	(1,595,542)	3,999,004			251,153	205,174	45,979
152	Health Board	44,663	0	44,663	6.303%		2,814	2,814	0
034	Model Diabetes Prog	293,455	0	293,455	N/A		0	0	0
112	TRIBAL (SR)	189,293	0	189,293	PFT	1)	24,255	24,255	0
	subtotal	527,311	0	527,311			27,069	27,069	0
	Pinon Support	183,506	0	183,506	N/A		0	0	0
	Red Mesa Support	189,500	0	189,500	N/A		0	0	0
	subtotal	379,012	0	379,012			0	0	0
	Total Hospital & Clinics	6,500,869	(1,595,542)	4,905,327			278,222	232,243	45,979
	0								
008	Dental Health								
	Dental Program Indirect Flexible	523,380	0	523,380	6.303%		32,988	32,988	0
	Dental Offsite Registration	60,000	0	60,000	N/A		0	0	0
	Intermediate Support	240,263	0	240,263	6.303%		15,143	15,143	0
	Total Dental	823,643	0	823,643			48,132	48,132	0
	0								
035	Alcohol & Substance Abuse								
	ASAP Indirect Navajo for the Road	308,089	0	308,089	6.303%		19,419	19,419	0
	Navajo for the Road	9,311	0	9,311	N/A		0	0	0
	Total Alcohol	317,400	0	317,400			19,419	19,419	0
	Direct Operations								
001	Office of the Area Director	753,095	(639,415)	(113,719)	6.303%		(7,167)	0	(7,167)
001	Office of the Area Director Travel	23,588	0	23,588	6.303%		1,487	1,487	0
107	EEO	92,588	0	92,588	6.303%		5,836	5,836	0
006	Third Party Resources	127,140	0	127,140	6.303%		8,014	8,014	0
013	Purchased/Referred Care	127,198	0	127,198	6.303%		8,017	0	8,017
002	Financial Management	235,237	(221,356)	13,881	6.303%		875	875	0
005	Admin Services	280,966	0	280,966	6.303%		17,707	17,707	0
004	Property Management	256,697	(187,346)	69,351	6.303%		4,371	4,371	0
025	Information Resource Management	300,640	0	300,640	6.303%		18,943	0	18,943
007	Acquisition	0	0	0	N/A		0	0	0
003	Human Resources	313,356	(215,712)	197,644	6.303%		7,415	7,415	0
032	Program Planning & Evaluation	330,043	0	330,043	6.303%		20,805	0	20,805
009	Professional Stds & Recruit	56,172	0	56,172	6.303%		3,541	0	3,541
	Total Direct Operations	3,042,381	(1,543,859)	1,498,522			94,453	46,220	48,233
	Facilities Support								
015	Bi-Med	591,139	0	591,139	6.303%		37,258	37,258	0
	Pinon Support	69,301	0	69,301	N/A		0	0	0
	Ft Defiance Support	0	0	0	N/A		0	0	0
	Red Mesa Support	157,214	0	157,214	N/A		0	0	0
	subtotal	817,635	0	817,635			37,258	37,258	0
004	Rural Property	171,300	0	171,300	6.303%		10,795	0	10,795

Program Activities	FY 2015 Recurring Base (1)	Less Residual (2)	FY 2016 Funding Base (3)	% of 1998Total Users 253,822 (4)	Foot Notes (5)	FY 2016 Total Shares (6)	FY 2016 Shares Taken by Winslow (7)	FY 2016 Shares Retained by IHS (8)
Pinon Support	21,000	0	21,000	N/A		0	0	0
Ft. Defiance Support	0	0	0	N/A		0	0	0
Red Mesa Support	47,639	0	47,639	N/A		0	0	0
subtotal	239,975	0	239,975			10,799	0	10,799
014 Facility Management	1,673,245	(460,610)	1,212,635	6.303%		76,432	0	76,432
Pinon Support	212,102	0	212,102	N/A		0	0	0
Ft. Defiance Support	0	0	0	N/A		0	0	0
Red Mesa Support	471,337	0	471,337	N/A		0	0	0
subtotal	2,356,684	(460,610)	1,896,074			76,432	0	76,432
Quarters SU Funded	90,664	0	90,664	N/A		0	0	0
Pinon Support	10,501	0	10,501	N/A		0	0	0
Ft. Defiance Support	0	0	0	N/A		0	0	0
Red Mesa Support	23,821	0	23,821	N/A		0	0	0
subtotal	124,986	0	124,986			0	0	0
Total Facilities Support	3,539,280	(460,610)	3,078,670			124,489	37,258	87,231
0								
032 Environmental Health Support								
DOH-036 Contract	235,540	0	235,540	N/A		0	0	0
Area Office Support	590,247	(303,050)	287,197	6.303%		18,102	0	18,102
S.U. Operation	1,299,120	0	1,299,120	N/A		0	0	0
Chinle/Pinon	33,022	0	33,022	N/A		0	0	0
Ft. Defiance	171,436	0	171,436	N/A		0	0	0
Shiprock/Red Mesa	72,714	0	72,714	N/A		0	0	0
Winslow	252,463	0	252,463	N/A		0	0	0
S.U. Non-Recurring	0	0	0	N/A		0	0	0
subtotal	2,654,542	(303,050)	2,351,492			18,102	0	18,102
Occup. Health & Safety Management	476,073	0	476,073	6.303%		30,007	0	30,007
subtotal	476,073	0	476,073			30,007	0	30,007
031 Sanitation Fac. Const.								
Area Wide Operations	5,249,196	(566,292)	4,682,904	N/A		0	0	0
Chinle/Pinon	64,527	0	64,527	N/A		0	0	0
Ft. Defiance	334,184	0	334,184	N/A		0	0	0
Shiprock/Red Mesa	142,582	0	142,582	N/A		0	0	0
SFCB - 86-121	0	0	0	N/A		0	0	0
O&M Training (NTUA)	0	0	0	N/A		0	0	0
NECA contract	129,636	0	129,636	N/A		0	0	0
subtotal	5,920,125	(566,292)	5,353,833			0	0	0
114 Injury Prevention								
Area & SU Projects	237,877	0	237,877	N/A		0	0	0
IP - NAO	122,093	0	122,093	N/A		0	0	0
IP - Ft Defiance	22,352	0	22,352	N/A		0	0	0
IP - Chinle	40,666	0	40,666	N/A		0	0	0
IP - Sage	12,101	0	12,101	N/A		0	0	0
IP - GIMC	48,477	0	48,477	N/A		0	0	0
IP - Crownpoint	24,324	0	24,324	N/A		0	0	0
IP - Winslow	24,151	0	24,151	N/A		0	0	0
subtotal	532,041	0	532,041			0	0	0
Total OEH	9,562,781	(869,342)	8,713,439			48,109	0	48,109
TOTALS	23,806,354	(4,469,353)	19,337,001			612,824	383,272	229,552

1) *FY2011* - P/F (Program Formula) - $25,000 available for each of 8-Service Units minus $3,740 for Sage contract = $10,260
FY2013 - all recurring funds were subject to sequestrations and rescissions; this includes HP/DP funds

ATTACHMENT C-A

Winslow Indian Health Care Center, Inc.

FY 2016 Area Office Reserve Shares

		FY 2015 Recurring Base	FY 2016 Reduction 0%	FY 2016 Funding Base	% of 1998Total Users 253,822	FY 2016 Total Shares	FY 2016 Shares Taken by Winslow	FY 2016 Shares Retained by IHS
	Program Activities	(1)	(2)	(3)	(4)	(5)	(6)	(7)
	Hospitals & Clinics							
001	AW Reserve	4,132,256	0	4,132,256	6.303%	260,456	260,456	0
	0							
	Purchased Referred Care							
023	PRC Reserve	1,506,514	0	1,506,514	6.303%	94,956	94,956	0
	0							
	TOTALS	5,638,770	0	5,638,770	6.303%	355,412	355,412	0

ATTACHMENT D

Winslow Indian Health Care Center, Inc.

FY2016 Headquarter Shares

	Program Activities	TSA	PF	$ In Shares Pool	% SUs Contracted	Shares for Contracted SUs	FY2016 Shares Taken by Winslow	FY2016 Shares Retained by IHS
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Hospitals & Clinics								
101	Emergency Fund		X	917,812		-	-	-
105	Management Initiatives		X	2,028,923		-	-	-
106	A.C.O.G. Contract	X		97,203	6.303%	984	984	-
107	H.P./D.P. Initiatives	X		3,429,033	6.303%	17,877	17,877	-
110	N.E.C.I.	X		1,091,987	6.303%	11,063	11,063	-
111	Nurse Initiatives	X		1,264,180	6.303%	12,496	12,496	-
112	Nursing Costeps	X		636,707	6.303%	6,450	6,450	-
113	Chief Clinical Consultant	X		273,439	6.303%	2,771	2,771	-
115	Emergency Medical Svcs	X		458,676	6.303%	-	-	-
117	Traditional Advocacy Program	X		99,174	6.303%	-	-	-
118	Research Projects	X		1,260,920	6.303%	12,711	-	12,711
119	A.A.I.P. Contract	X		26,355	6.303%	267	267	-
120	Clinical Support Center-Phoenix	X		1,707,688	6.303%	18,305	-	18,305
121	Costeps-Non Physicians	X		80,214	6.303%	812	-	812
123	Physician Residency	X		271,905	6.303%	2,755	2,755	-
124	RecruitmenURetention	X		2,023,608	6.303%	20,503	-	20,503
125	U.S.U.H.S., etc.	X		3,010,303	6.303%	30,502	30,502	-
126	D.I.R. Support Fund	X		24,496,788	6.303%	248,254	38,625	209,629
127	Evaluation	X		1,047,570	6.303%	10,616	10,616	-
128	National Indian Health Board	X		452,654	6.303%	4,555	-	4,555
129	Albuq/HQ Administration	X		878,068	6.303%	10,058	-	10,058
130	Nutrition Training Center	X		340,197	6.303%	3,726	3,726	-
131	Diabetes Program-Aibuq/HQ	X		1,267,694	6.303%	13,387	13,356	31
132	Cancer Prevention-Aibuq/HQ	X		705,701	6.303%	7,499	7,499	-
133	Health Records	X		134,359	6.303%	1,074	1,074	-
134	AIDS Program	X		417,020	6.303%	-	-	-
135	Handicapped Children	X		340,947	6.303%	3,631	3,631	-
137	National DIR Support-Aibuq/HQ	X		8,175,823	6.303%	83,197	19,685	63,512
	Total Hospital and Clinics			**56,934,948**		**523,493**	**183,377**	**340,116**
Dental Health								
201	IHS Dental Program	X		1,004,546	6.303%	12,904	12,904	-
202	IHS Dental Program - PgmFormula		X	5,152,515	6.303%	-	-	-
	Total Dental			**6,157,061**		**12,904**	**12,904**	-

	Program Activities	TSA	PF	$ In Shares Pool	% SUs Contracted	Shares for Contracted SUs	FY2016 Shares Taken by Winslow	FY2016 Shares Retained by IHS
(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)
Mental Health								
301	MH/SS Technical Assistance	X		1,478,861	6.303%	15,174	15,174	-
302	C.M.I. Grants	X		611,608	6.303%	6,197	6,197	-
303	National Conference	X		104,693	6.303%	1,060	1,060	-
	Total Mental Health			**2,195,162**		**22,431**	**22,431**	-
Alcohol/Sub. Abuse								
401	Clinical Advocacy	X		2,907,956	6.303%	-	-	-
402	Collaborative Initiatives	X		779,687	6.303%	-	-	-
	Total Alcohol/Sub.Abuse			**3,687,643**		-	-	-
Purchased/Referred Care								
501	PRC Fiscal Intermediary		X	7,892,848	6.303%	-	-	-
504	PRC Reserve & Undistributed	X		2,937,479	6.303%	29,795	29,795	-
	Total Purchased/Referred Care			**10,830,327**		**29,795**	**29,795**	-
Public Health Nursing								
601	PHN - Preventive Health Initiatives	X		898,469	6.303%	-	-	-
602	PHN - Preventive Health Initiatives		X	2,364,041	6.303%	-	-	-
	Total Public Health Nursing			**3,262,510**		-	-	-
Health Education								
701	IHS Health Education Program	X		1,105,824	6.303%	-	-	-
	Total Health Education			**1,105,824**		-	-	-
Community Health Rep								
801	IHS CHR Program	X		2,301,590	6.303%	-	-	-
	Total Community Health Rep			**2,301,590**		-	-	-
Direct Operations								
1301	Direct Operations - Rockville	X		16,267,101	6.303%	164,729	150,969	13,760
	Total Direct Operations			**16,267,101**		**164,729**	**150,969**	**13,760**
Facilities & Env Hlth Svc								
2401	Sanitation Fac Construction Support		X	2,269,776				
2402	Environ Health Services Support		X	1,328,254				
2403	Facilities Operations Support		X	2,225,934		See Table 4F		
2404	Facilities and Engineering Support		X	1,331,093				
2405	Engineering Services Support		X	469,184				
	Total Facilities & Env Hlth Svc			**7,624,241**				

Note[1]: All estimates are based on FY2015 IHS appropriations and these amounts will be adjusted based upon the enacted FY2016 appropriations.

DRAFT

Table 4E
Estimated Area and Headquarters Facilities Appropriation Funds for FY 2016 SD/SG Negotiations

DRAFT

Current Funds Manager: NV,IHS--WINSLOW SU
Possible SG Tribe or Org: Navajo Tribe - Winslow
Tribes Served: Navajo
Comments: All amounts below are based on the projected FY'16 budget and may be updated based on the official FY'16 Congressional appropriation

Serv Type: T5
For Fiscal Year:2016

HQ Line 3		Activity Description	AREA FY 2015 Actual	AREA FY 2016 Avail 106a1	AREA FY 2016 Negotiated	Base Thru	Share Factor	HEADQUARTERS - Facilities Appropriation FY 2015 Actual	FY 2016 Av 106a	FY 2016 Calcul	FY 2016 Neget	Base Thru
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
		Maintenance and Improvement (M&I)(2100)										
	1	Routine M&I IHS owned Facility	0	0	0	0						
	2	Routine M&I Tribally owned Facility	0	0	0	0						
	3	Project M&I IHS owned Facility	0	0	0							
	4	Project M&I Tribally owned Facility	0	0	0							
	a	Subtotal Non-base (26)	0	0	0							
	b	Subtotal base (26)	0	0	0							
2100		Total M&I (26	0	0	0		Calculated on line 2405a					
	5	M&I Environmental Remediation Projects					Available with accepted proposal					
2200	8	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10	Health Care Facilities (NEW) (00)					With line item construction project					
		Facilities and Environ Health Support (2400)										
		Environ Health Support Account (EHSA)										
	11	San Fac Constr (SFC) Support - Proj Related	0	0	0							
	12	AO SFC Program Mgmt - Proj Related	0	0	0							
	13	SFC Support - Non-project Related	0	0	0	0						
	14	AO SFC Program Management-Non-project Related	0	0	0	0						
	15	Other: otherSFC	0	0	0	0						
	a	Subtotal Non-Base (27)	0	0	0							
	b	Subtotal Base (27)	0	0	0							
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0536	0	0	0	0	
	d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0	0
2401		Total HQ-OEHE Support - SFC Related (29)										
	16	Environ Health Services - Basic Program	0	253,850	0	0						
	17	Environ Health Services - Institutional Hlth	0	0	0	0						
	18	Environ Health Services - Injury Prevention	0	24,276	0	0						
	19	AO Environmental Health Services Support	0	0	0	0						
	20	Other: otherEnviron	0	0	0	0						
	a	Subtotal Non-Base (27)	0	278,126	0							
	b	Subtotal Base (27)	0	0	0							
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0536	0	14,906	0	0	
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0	0
2402		Total HQ-OEHE Support - EHS Related (29)						0	14,906	0	0	
		Facilities Support Account (FSA)										
	31	Service Unit Operations	0	428,463	0							
	32	Biomedical	0	0	0							
	33	AO FSA Support	0	0	0							
	34	AO Real Property Support	0	0	0							
	35	AO Biomedical Program	0	38,009	0							
	36	M&I Engineering Support	0	0	0							
	37	Other: otherFSA	0	0	0							
		Total FSA (28)	0	464,472	0							
2403		HQ Facilities and Real Property Support										
	a	Total HQ - OEHE Support - FSA Related (29)					0.0126	0	5,852	0	0	
	b	HQ Real Property(based on net # of bldgs transfered to tribe) (29)		0	0		235.4827	0	0	0	0	
2404		Facilities Planning and Construction Support					Available with line 2300					
2405		Engineering Services Support										
	a	M&I Contracting Services (29)					0.0038	0	0	0	0	
	b	New Health Care Facilities (29)					Available with line 2300					
2400		TOTAL Facilities and Environ Support (29)	0	742,598	0			0	20,760	0	0	
2500		Equipment Replacement (01)	0	0	0	0						
		SubTotal (Non-Base)	0	742,598	0			0	20,760	0	0	
		SubTotal (Base Budget Pilot)	0	0	0			0	0	0	0	
		GRAND TOTAL	0	742,598	0			0	20,760	0	0	

Attachment G

WINSLOW INDIAN HEALTH CARE CENTER, INC.
Contract Support Costs
Fiscal Year 2016 FA

	Total FY 2015 Funding	FY 2016 Less Across the Board (ATB) Reduction @ .2108%	Total FY 2016 Funding
Direct CSC (Recurring)	$ 760,844.00	$ (1,604.00)	$ 759,240.00
Indirect CSC (Non - Recurring)	$ 5,788,533.00	$ (12,203.00)	$ 5,776,330.00
TOTAL	$ 6,549,377.00	$ (13,807.00)	$ 6,535,570.00

NOTES

All the numbers above reflect the Fiscal Year 2015 appropriations, including using the IHS CSC Calculatioin Tool, the ACC Template and FY 16 ATB Reduction Amount

Tribe: WIHCC Inc	2015	Remarks to Estimates
Program (Recurring) excl. Tribal Shares	[illegible]	Program [illegible] less retained
Total Area Tribal Shares	[illegible]	Less Retained amounts
Total HQ Tribal Shares	[illegible]	Less Retained amounts
Total Program (Non-Recurring)	1,0[illegible]	Non-recurring paid [illegible] or any other amounts
Less 20% Tribal Shares (or negotiated amount)	222,515	Based on the [illegible] per CSC [illegible] if applicable
2014 DCSC Negotiated Need	[illegible]	[illegible] DCSC [illegible] last negotiated need
Inflation Factor	1.67%	[illegible] inflation rate
2015 DCSC Negotiated Estimated Need	[illegible]	DCSC estimated need based on previous year's need and inflation factor OR if renegotiated [illegible] inflation factors are not applied and newly negotiated [illegible] Paragraph [illegible] estimate in Post-Rental Language
DCSC Funding Paid	[illegible]	Projected funding to be paid in CY 2015 should equal 100% of identified need. [illegible] during the year [illegible] payments [illegible] paid to Tribe
DCSC Deficiency	0	Estimated deficiency based on funding and estimated DCSC need
Program Base	23,62[illegible],789	Program Recurring [illegible] + Area Shares + HQ Shares + Non Recurring [illegible] Tribal Shares + DCSC Estimated Need = Program Base
Less Other Exclusions and Pass-Thru	0	Exclusion is consistent with rate agreement and rate proposal [illegible] the default [illegible] determined and agreed upon by the CSC workgroup
Direct Cost Base	23,62[illegible],789	Program base less all exclusions and pass thru
Most current IDC rate	0.00%	Current IDC Rate as noted in box to the right
Estimated IDC Need (Non Recurring) Based on IDC Rate	0	Direct Cost Base x IDC Rate
Indirect CSC Type Costs Negotiated (Non Recurring)	[illegible]	[illegible] applicable IDC Rate is available [illegible] Tribe [illegible] good for [illegible]
Total 20% Tribal Shares or Neg Amt	222,515	Already available for indirect costs
Estimated Indirect CSC Need	[illegible]	Estimated total IDC need less [illegible] paragraph [illegible] estimate
Indirect CSC Funding Paid	[illegible]	Projected funding to be paid in CY 2015 should equal 100% of identified need. [illegible] during the year [illegible] the current amount paid to Tribe
Indirect CSC Deficiency	(0)	Estimated deficiency based on funding and estimated IDC need
Total Estimated CSC Need	6,549,377	[illegible] estimated need for DCSC and ICSC
Total CSC Funding Available for CSC Need	6,549,377	Projected funding to be paid when used during negotiations amount already paid when used throughout the year should equal 100% of identified need
TOTAL ESTIMATED CSC DEFICIENCY	(0)	Total estimated CSC deficiency based on estimated CSC need and projected funding to be paid should be $0. If positive number then the Tribe is owed more. If negative number is shown there will be an overpayment.

Indirect Cost Rate Information	
FY/CY/SY IDC Rate	
Type of Base	
Rate	0.00%

Office of Inspector General

(OIG)

Letter Dated: 07/13/2018

REDW Financial

Audit Report

2017

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF INSPECTOR GENERAL

OFFICE OF AUDIT SERVICES
NATIONAL EXTERNAL AUDIT REVIEW CENTER
1100 WALNUT STREET, SUITE 850
KANSAS CITY, MO 64106

JUL 13 2018

Report Number: A-09-18-33690

BOARD OF DIRECTORS
WINSLOW INDIAN
HEALTH CARE CENTER, INC.
500 NORTH INDIANA AVENUE
WINSLOW, ARIZONA 86047-2169

Dear Board Members:

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

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

In accordance with the principles of the Freedom of Information Act (Public Law No. 90-23), reports issued on the Department's grantees and contractors are made available, if requested, to members of the press and general public to the extent that information contained therein is not subject to exemptions in the Act which the Department chooses to exercise. (See 45 CFR Part 5 Section 5.21 of the Department's Public Information Regulations.)

If you have any questions, please contact our office at (800) 732-0679.

Sincerely,

Patrick J. Cogley
Regional Inspector General for Audit Services

WIHCC

REDW expertise.

Audit Summary Presentation for the year-ended September 30, 2017

Presented by:
Halie Garcia, CPA, CIA
Victoria Gorman

REDW audit engagement team.

- Halie Garcia– Engagement Principal
- Chris Tyhurst – Concurring Principal
- Claire Hilleary – Manager
- Victoria Gorman – Senior Audit Associate
- Yvette Nunez – Senior Audit Associate
- Rebecca Stamp – Staff Audit Associate

REDW management's responsibility.

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

REDW auditor's responsibility.

- Form and express an opinion on the financial statements and major federal award program compliance
- Reasonable assurance about whether the financial statements are free from material misstatement (not absolute assurance)
- Procedures performed depend on the auditor's judgment and risk assessment
- Evaluating the appropriateness of:
  - Accounting policies used
  - Reasonableness of significant accounting estimates
  - Overall presentation of the financial statements

accounting policies.

- Significant policies summarized in Note 1 to the financial statements (beginning on page 7)
- No new significant accounting policies adopted in 2017
- No significant revisions to existing accounting policies in 2017

significant estimates.

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

REDW other required communications.

- No disagreements with management
- No consultations with other accountants
- No difficulties in performing the audit
- Independence communication

REDW audit results.

- Financial statements
  - Unmodified (clean) opinion
  - Ten audit adjustments
    - Five management requested
    - Five adjustments identified as a result of audit
  - Five immaterial uncorrected audit adjustments
- Internal control over financial reporting
  - No material weaknesses identified
  - Three operational improvement recommendations
- Major federal award program compliance
  - Unmodified (clean) opinion
  - No compliance findings reported

findings and recommendations.

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

management requested audit adjustments.

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

REDW audit adjustments.

- To carry fund balance forward $39,483 (immaterial)
- To correct cash and unrealized gains related to investments. Re-class of prior years cash to investments should not have been posted by WIHCC, this entry was only for the Financial statements (approx. $2M). Due to this entry being posted, the investments schedule did not tie the statement or trial balance
- To correct a deferred revenue balance that has been carried forward since 2015 ($77,257)

REDW audit adjustments. — continued

- To record an asset that was not disposed of, and should be on the books ($9k)
- To correct AR allowance based on our subsequent receipts analysis and results of other audit procedures ($330K)

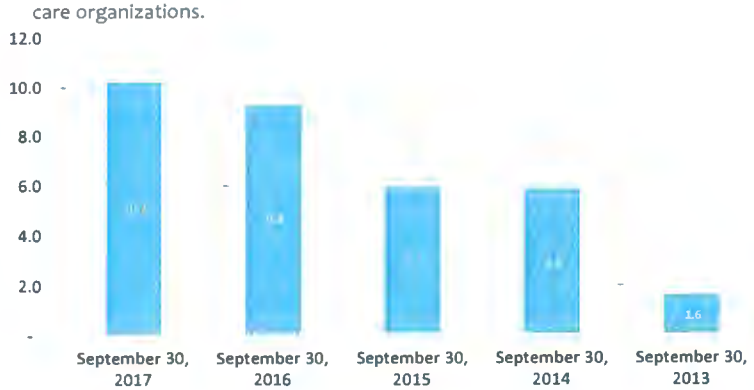
immaterial uncorrected audit adjustments.

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

financial statement analysis.

Current ratio

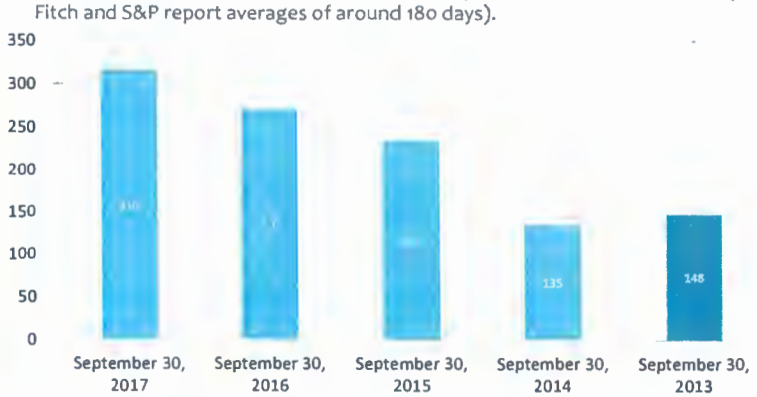
- Defined as a financial ratio that measures whether or not an organization has enough resources to pay its debts for the next 12 months.
- A current ratio of greater than 2.0 is considered a healthy condition for most health care organizations.



REDW financial statement analysis. — continued

Days cash and investments on hand

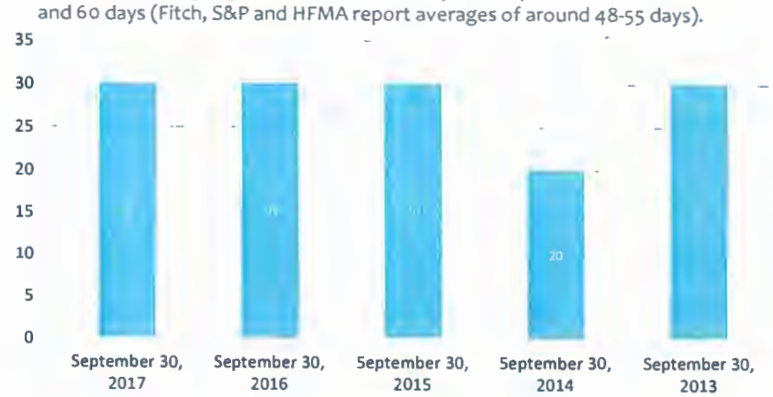
- Defined as the estimated number of days an organization can meet operating expenses provided no additional revenues were received.
- Most organizations strive to have at least 60 days cash/investments on hand (although Fitch and S&P report averages of around 180 days).



REDW financial statement analysis. — continued

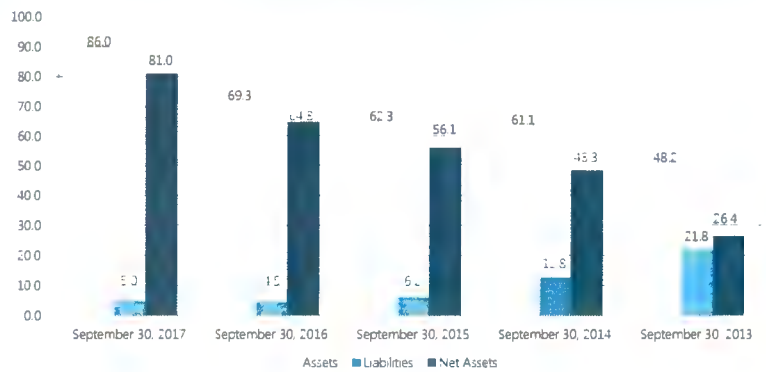
Days revenue in net patient receivables

- Defined as the average number of days an organization takes to collect on services provided.
- Better performing organizations will have days in net patient receivables between 30 and 60 days (Fitch, S&P and HFMA report averages of around 48-55 days).



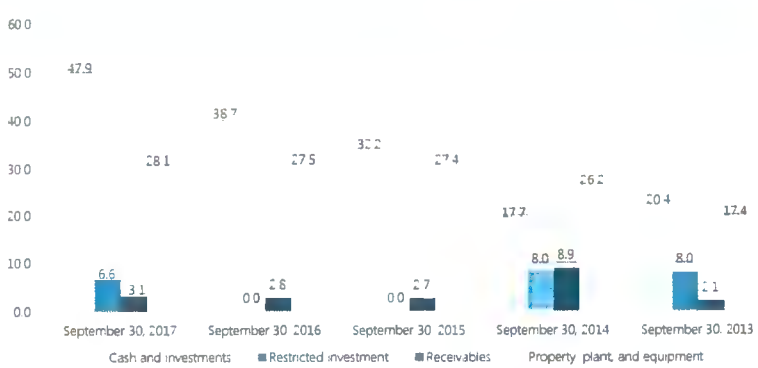
financial statement analysis. — continued

Statement of financial position (pg. 3, in millions)



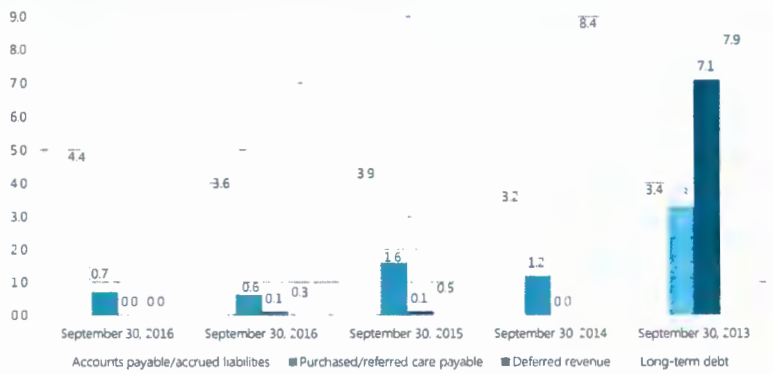
financial statement analysis. — continued

Assets (pg. 3, in millions)



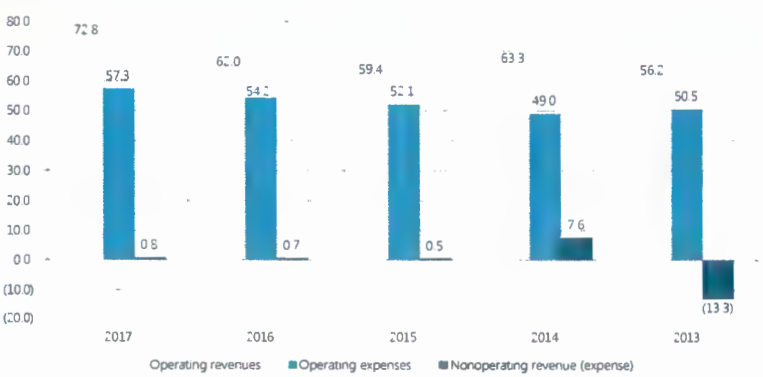
REDW financial statement analysis. — continued

Liabilities (pg. 3, in millions)



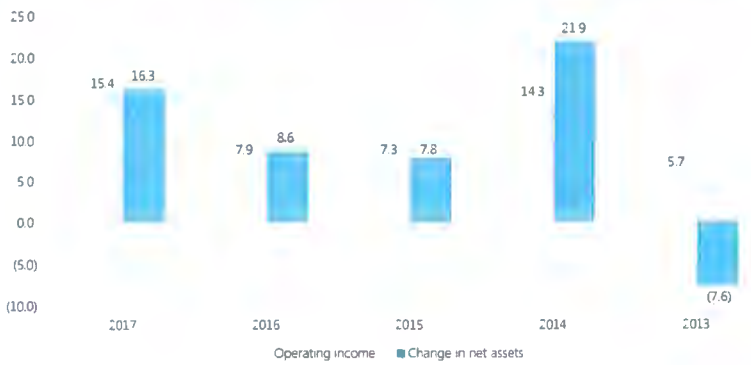
REDW financial statement analysis. — continued

Statement of activities (pg. 4, in millions)



financial statement analysis. — continued

Change in net assets (pg. 4, in millions)



required auditor communication.

- Notes to the financial statements
  - Note 3 - Investments
  - Note 4 – Property and Equipment
  - Note 5 – Accrued liabilities
  - Note 6 – Long-Term Debt
  - Note 10 – Concentrations of Credit Risk

REDW financial statement analysis.

- Accounting practices and policies
  - Upcoming New Accounting Pronouncements
    - Accounting Standards Update (ASU) 2016-02, *Leases*
    - ASU 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*
    - ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*

REDW questions?

- Halie Garcia, CPA, CIA– Principal
  - hgarcia@redw.com
  - (505) 998-3452
- Victoria Gorman–Senior
  - vgorman@redw.com
  - (505) 998-3456

THANK YOU!!!

Winslow Indian Health Care Center, Inc.

Financial Statements,
Independent Auditor's Report,
Supplementary Information
and
Single Audit (Uniform Guidance)

September 30, 2017 and 2016

REDW LLC
CPAs + Business & Financial Advisors

Winslow Indian Health Care Center, Inc.

Table of Contents

Independent Auditor's Report

Board of Directors
Winslow Indian Health Care Center, Inc.

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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Phoenix
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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WIHCC as of September 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional expenses is presented for purpose of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is also presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 6, 2018, on our consideration of WIHCC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering WIHCC's internal control over financial reporting and compliance.

REDW LLC

Albuquerque, New Mexico
April 6, 2018

Winslow Indian Health Care Center, Inc.

Statements of Financial Position
September 30,

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

The accompanying notes are an integral part of these financial statements.

Winslow Indian Health Care Center, Inc.

Statements of Activities
For the Years Ended September 30,

	2017	2016
Operating Revenues		
Contract and grant revenue	**$ 38,456,750**	$ 30,911,901
Net patient service revenue	**34,314,519**	31,119,138
Total operating revenues	**72,771,269**	62,031,039
Operating Expenses		
Program services	**45,721,776**	41,913,320
Management and general	**11,608,063**	12,249,299
Total operating expenses	**57,329,839**	54,162,619
Income from operations	**15,441,430**	7,868,420
Nonoperating Income (Expense)		
Interest and dividend income, net	**1,125,621**	917,361
Realized gain on investments	**-**	3,594
Unrealized loss on investments	**(440,290)**	(226,486)
Other income	**114,291**	73,400
Gain on disposal of property and equipment	**46,241**	-
Interest expense	**3,018**	(37,999)
Total nonoperating income, net	**848,881**	729,870
Change in net assets/revenues over expenses	**16,290,311**	8,598,290
Unrestricted net assets, beginning of year	**64,718,669**	56,120,379
Unrestricted net assets, end of year	**$ 81,008,980**	$ 64,718,669

The accompanying notes are an integral part of these financial statements.

Winslow Indian Health Care Center, Inc.

Statements of Cash Flows
For the Years Ended September 30,

	2017	2016
Cash flows from operating activities		
Cash received from contracts and grants	**$ 38,379,491**	$ 30,911,901
Cash received from third-party payors	**34,102,793**	30,937,923
Interest and dividends received	**1,125,524**	916,991
Other cash receipts	**36,289**	143,276
Cash paid to employees and suppliers	**(54,475,704)**	(54,019,502)
Interest received (paid)	**3,018**	(37,999)
Net cash provided by operating activities	**19,171,411**	8,852,590
Cash flows from investing activities		
Purchases of investments	**(10,201,397)**	(19,568,579)
Purchase of restricted investment	**(6,570,458)**	-
Proceeds from sale of investments	**2,847,000**	6,500,000
Proceeds on disposal of property and equipment	**46,241**	-
Purchases of property and equipment	**(2,664,309)**	(1,964,541)
Net cash used for investing activities	**(16,542,923)**	(15,033,120)
Cash flows from financing activities		
Payments on long-term debt	**(294,751)**	(246,796)
Net cash used for financing activities	**(294,751)**	(246,796)
Net change in cash and cash equivalents	**2,333,737**	(6,427,326)
Cash and cash equivalents, beginning of year	**4,534,088**	10,961,414
Cash and cash equivalents, end of year	**$ 6,867,825**	$ 4,534,088

The accompanying notes are an integral part of these financial statements.

Winslow Indian Health Care Center, Inc.

Statements of Cash Flows — continued
For the Years Ended September 30,

	2017	2016
Reconciliation of change in net assets to net cash provided by operating activities		
Change in net assets	**$ 16,290,311**	$ 8,598,290
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	**1,983,395**	1,911,423
Realized gain on investments	**-**	(3,594)
Unrealized loss on investments	**440,290**	226,486
Net changes in operating assets and liabilities		
Patient accounts receivable	**(211,726)**	(181,215)
Accrued interest receivable	**(97)**	(370)
Other receivables	**(78,002)**	69,876
Prepaid expenses and deposits	**(36,557)**	(357,975)
Accounts payable	**615,752**	(644,322)
Purchased/referred care payable	**100,101**	(1,064,579)
Accrued liabilities	**145,203**	298,570
Deferred revenue	**(77,259)**	-
Net cash provided by operating activities	**$ 19,171,411**	$ 8,852,590

The accompanying notes are an integral part of these financial statements.

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

1) Organization and Summary of Significant Accounting Policies

Organization

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

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

Basis of Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Section 958-205, Not-for-Profit Entities – Presentation of Financial Statements. Under this section, WIHCC is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

- *Unrestricted net assets* represent the portion of net assets of WIHCC that are neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Unrestricted net assets of WIHCC are subject to requirements of its ISDEAA Compact and Annual Funding Agreements.
- *Temporarily restricted net assets* represent assets of WIHCC whose use is limited by donor-imposed stipulations that either expire by the passage of time or can be fulfilled by actions of WIHCC. When the stipulated time restriction ends or action is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and are reported in the statement of activities as net assets released from restrictions. WIHCC had no temporarily restricted net assets at September 30, 2017 or 2016.

- *Permanently restricted net assets* represent the part of net assets whose use by WIHCC is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of WIHCC. WIHCC had no permanently restricted net assets at September 30, 2017 or 2016.

Use of Estimates

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

Cash and Cash Equivalents

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

Net Patient Service Revenue

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

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

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

Investments

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

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

Level 1: Quoted market prices in active markets for identical assets and liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

WIHCC's investments are the only assets or liabilities that are measured at fair value on a recurring basis and are, therefore, subject to FASB ASC Section 820. For the year ended September 30, 2017, the application of valuation techniques to investments has been consistent with previous years.

Restricted Investments

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

Prepaid Expenses and Deposits

Certain payments to vendors represent costs applicable to future accounting periods and are recorded as a prepaid expense in the statements of financial position and expensed as the items are used. Prepaid expenses are made up of the following at September 30:

	2017	2016
Insurance	$ 129,000	$ 122,443
Pharmaceuticals, medical and other supplies through prime vendor contract with IHS	266,000	236,000
Total prepaid expenses and deposits	$ 395,000	$ 358,443

Fair Value of Financial Instruments

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

Property and Equipment

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

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

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

ISDEAA Compact

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

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

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

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

Electronic Health Records Incentive Reimbursement

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

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

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

Functional Expense Allocation

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

Tax Status

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

Recent Accounting Pronouncements

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

years beginning after December 15, 2019 (i.e. WIHCC's fiscal year ending September 30, 2020). Early application is permitted.

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

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

Subsequent Events

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

2) Net Patient Service Revenue

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

A summary of payment arrangements with major third-party payors follows:

Medicare—Services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge or per visit.

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

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

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

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

3) Investments

Investments at fair value at September 30 are as follows:

	2017			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Money market mutual funds	$ 12,283,762	$ 343,877	$ (23,593)	$ 12,604,046
U.S. government agency securities	3,021,891	-	(1,357)	3,020,534
Corporate bonds	31,991,873	-	(15,589)	31,976,284
	$ 47,297,526	$ 343,877	$ (40,539)	$ 47,600,864

	2016			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Money market mutual funds	$ 10,959,779	$ 351,799	$ -	$ 11,311,578
U.S. government agency securities	2,016,945	816	-	2,017,761
Corporate bonds	20,771,289	15,671	-	20,786,960
	$ 33,748,013	$ 368,286	$ -	$ 34,116,299

The fair value of the WIHCC's marketable securities that are measured on a recurring basis as of September 30 are as follows:

	2017		
	Level 1	**Level 2**	**Total**
Money market mutual funds	**$ -**	**$ 12,604,046**	**$ 12,604,046**
U.S. government agency securities	**3,020,534**	**-**	**3,020,534**
Corporate bonds	**31,976,284**	**-**	**31,976,284**
	$ 34,996,818	**$ 12,604,046**	**$ 47,600,864**

	2016		
	Level 1	Level 2	Total
Money market mutual funds	$ -	$ 11,311,578	$ 11,311,578
U.S. government agency securities	2,017,761	-	2,017,761
Corporate bonds	20,786,960	-	20,786,960
	$ 22,804,721	$ 11,311,578	$ 34,116,299

4) Property and Equipment

Property and equipment consisted of the following at September 30:

	2017	2016
Buildings	$ 5,014,008	$ 4,976,849
Equipment	11,300,219	11,263,055
Leasehold improvements	6,137,614	5,128,144
Software	231,187	173,745
Property pending transfer from federal government	20,443,183	20,443,183
	43,126,211	41,984,976
Less accumulated depreciation and amortization	(16,278,046)	(14,978,314)
	26,848,165	27,006,662
Construction in progress	1,217,466	424,296
Artwork	36,000	36,000
Property and equipment, net	$ 28,101,631	$ 27,466,958

5) Accrued Liabilities

Accrued liabilities consist of the following at September 30:

	2017	2016
Paid time off and other leave	$ 1,744,281	$ 1,547,651
Salaries and wages	902,590	1,023,498
IPA/MOA costs	261,185	146,467
Payroll taxes and other employee benefits	225,891	69,217
Self-insured health insurance liabilities	45,425	247,336
	$ 1,435,091	$ 1,486,518

6) Long-Term Debt

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

7) Operating Leases

WIHCC has noncancelable operating leases primarily for buildings. Future minimum lease payments under the leases at September 30, 2017, are as follows:

Year ending September 30,	
2018	$ 120,892
2019	65,562
2020	26,873
Total minimum lease payments	$ 213,327

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

8) Retirement Plan

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

9) Contingencies

Healthcare Regulatory Environment

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

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

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

Grants and Contracts

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

Litigation

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

10) Concentrations of Credit Risk

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

	2017	2016
Medicaid	**77%**	75%
Medicare	**13**	14
Other third-party payers	**10**	11
	100%	100%

Winslow Indian Health Care Center, Inc.
Schedule of Functional Expenses
For the Years Ended September 30, 2017 and 2016

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

Winslow Indian Health Care Center, Inc.
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2017

Grantor / Program Title	Grant/Contract Period	Award Number	Federal CFDA Number	Grant Expenditures
Department of Health and Human Services				
Direct Awards				
Tribal Self-Governance Program				
Annual Funding Agreement	FYE 9/30/17	AFA	93.210	$ 37,604,584
Special Diabetes Program for Indians	FYE 9/30/17	H1D4IHS0124-02-00/01	93.237	705,190
Methamphetamine and Suicide Prevention Initiative (MSPI)	FYE 9/30/17	BH16IHS0085-03-00	93.933	146,865
Total expenditures of federal awards				**$ 38,456,639**

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

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

1) Basis of Presentation

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

2) Summary of Significant Accounting Policies

Basis of Accounting
Expenditures reported on the SEFA are reported using the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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

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

3) Subrecipients

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

4) Relationship to WIHCC Financial Statements

Federal award program expenditures by WIHCC are presented in the 2017 statement of activities as follows:

	Schedule of Expenditures of Federal Awards	Other Contracts and Grants	Statement of Activities Total
Contracts and grant revenue	$ 38,456,639	$ 111	$ 38,456,750

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Board of Directors
Winslow Indian Health Care Center, Inc.

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

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered WIHCC's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of WIHCC's internal control. Accordingly, we do not express an opinion on the effectiveness of WIHCC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether WIHCC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of WIHCC's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

REDW LLC

Albuquerque, New Mexico
April 6, 2018

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

Board of Directors
Winslow Indian Health Care Center, Inc.

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of WIHCC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about WIHCC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of WIHCC's compliance.

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Opinion on the Major Federal Program

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

Report on Internal Control Over Compliance

Management of WIHCC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered WIHCC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of WIHCC's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

REDW LLC

Albuquerque, New Mexico
April 6, 2018

Winslow Indian Health Care Center, Inc.
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2017

Section I — Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weaknesses identified?	No
Significant deficiencies identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Type of auditor's report issued on compliance for major programs:	Unmodified
Internal control over major programs:	
Material weaknesses identified?	No
Significant deficiencies identified?	None reported
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516 (a)?	No

Identification of major programs:

CFDA Number	Name of Federal Program
93.210	Tribal Self-Governance Program

Dollar threshold used to distinguish between type A and type B programs:	$1,149,292
Auditee qualified as low-risk auditee?	Yes

Winslow Indian Health Care Center, Inc.

Schedule of Findings and Questioned Costs — continued
For the Year Ended September 30, 2017

Section II — Financial Statement Findings

None.

Section III — Federal Awards Findings

None.

WIHCC

500 North Indiana Avenue
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Winslow Indian Health Care Center, Inc.

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

Prior-Year Number	Description	Current Status
2016-001	Procurement	Resolved

Office of Inspector General

(OIG)

Letter Dated: 12/08/2017

REDW Financial

Audit Report

2016

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF INSPECTOR GENERAL

OFFICE OF AUDIT SERVICES
NATIONAL EXTERNAL AUDIT REVIEW CENTER
1100 WALNUT STREET, SUITE 850
KANSAS CITY, MO 64106

DEC 08 2017

Report Number: A-09-18-32109

BOARD OF DIRECTORS
WINSLOW INDIAN HEALTH
CARE CENTER, INC.
500 NORTH INDIANA AVENUE
WINSLOW, ARIZONA 86047-2169

Dear Board Members:

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

Please refer to Attachment A, where we have summarized the finding and recommendation and identified the Federal department responsible for resolution. Final determinations with respect to actions to be taken on the Department of Health and Human Services (HHS) recommendation will be made by the HHS resolution agency identified on Attachment A. You may receive separate communications from the resolution agencies requesting additional information to resolve the findings.

Any questions or correspondence related to the findings identified on Attachment A should be directed to the following HHS resolution official address. The above report number should be referenced in any correspondence relating to this report.

HHS RESOLUTION OFFICIAL

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

In accordance with the principles of the Freedom of Information Act (Public Law No. 90-23), reports issued on the Department's grantees and contractors are made available, if requested, to members of the press and general public to the extent that information contained therein is not subject to exemptions in the Act which the Department chooses to exercise. (See 45 CFR Part 5 Section 5.21 of the Department's Public Information Regulations.)

If you have any questions, please contact our office at (800) 732-0679.

Sincerely,

Patrick J. Cogley
Regional Inspector General for Audit Services

Enclosure

Recommendation Codes	*Page*	*Amount*	*Resolution Agency*	*Recommendations*
217919100	32, 34	N/A	HHS/IHS	2016-001, 2015-002. Procurement. This is a repeat finding. We recommend procurement policies and procedures be developed and implemented to ensure compliance with applicable Federal regulations.

WIHCC

REDW expertise.

Audit Summary Presentation for the year-ended September 30, 2016

Presented by:
Joshua Trujillo, CPA, CGFM FHFMA

REDW audit results.

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

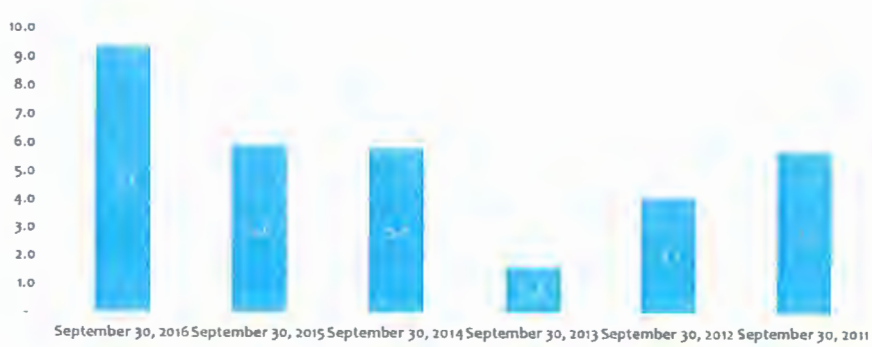
findings and recommendations.

- Compliance Finding
  - Procurement

financial statement analysis.

Current ratio

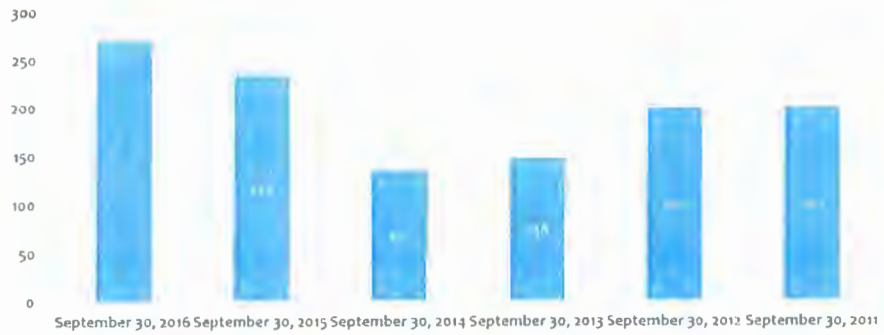
- Defined as a financial ratio that measures whether or not an organization has enough resources to pay its debts for the next 12 months.
- A current ratio of greater than 2.0 is considered a healthy condition for most health care organizations.



financial statement analysis.

Days cash and investments on hand

- Defined as the estimated number of days an organization can meet operating expenses provided no additional revenues were received.
- Most organizations strive to have at least 60 days cash investments on hand (although Fitch and S&P report averages of around 150 days).

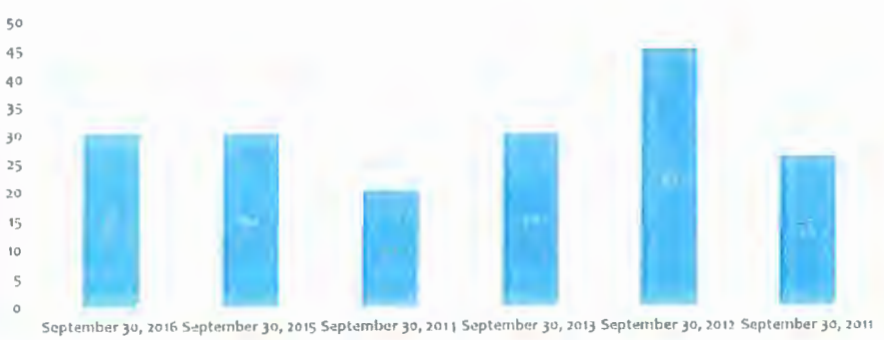


financial statement analysis.

Days revenue in net patient receivables

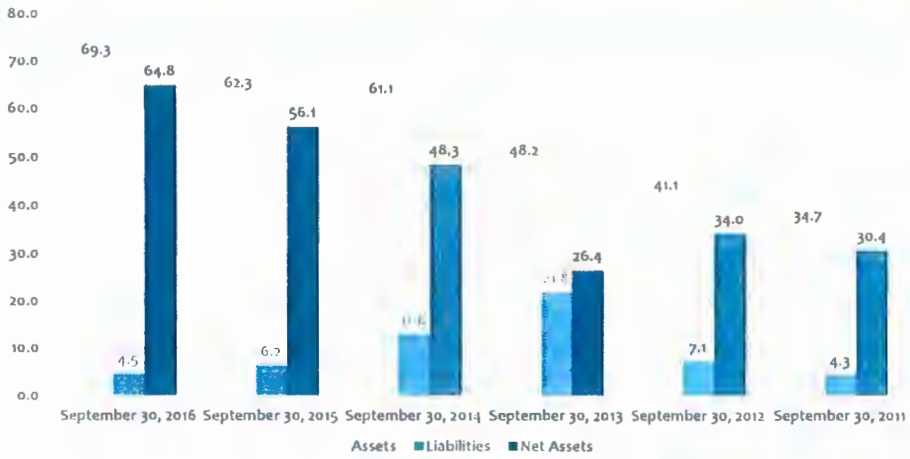
- Defined as the average number of days an organization takes to collect on services provided.

Better performing organizations will have days in net patient receivables between 30 and 60 days (Fitch, S&P and HFMA report averages of around 45-55 days).



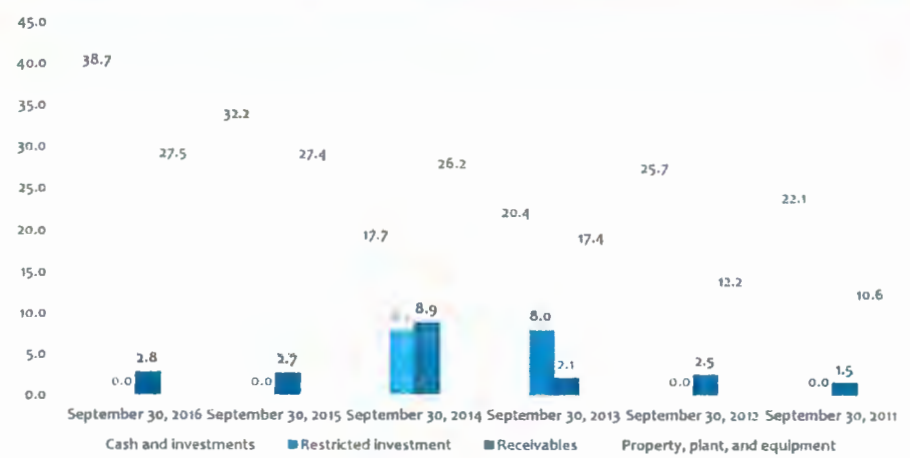
financial statement analysis.

Statement of financial position (pg. 3, in millions)



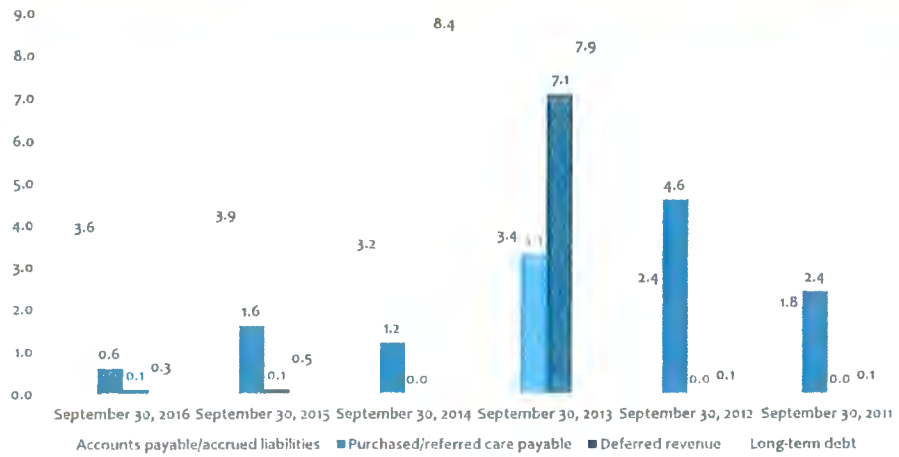
financial statement analysis.

Assets (pg. 3, in millions)



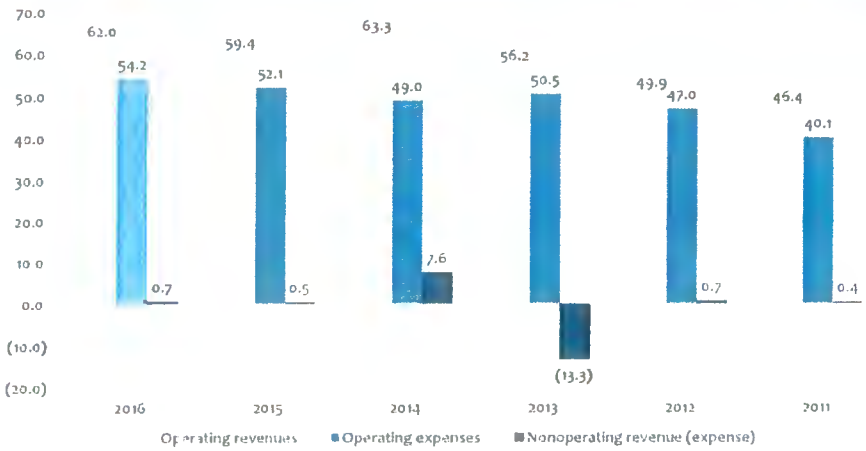
financial statement analysis.

Liabilities (pg. 3, in millions)



financial statement analysis.

Statement of activities (pg. 4, in millions)



financial statement analysis.

Change in net assets (pg. 4, in millions)

questions?

- Joshua Trujillo, CPA, CGFM, FHFMA – Principal
  - joshuat@redw.com
  - (505) 998-3219

THANK YOU!!!

Winslow Indian Health Care Center, Inc.

Financial Statements,
Independent Auditor's Report,
Supplementary Information
and
Single Audit (Uniform Guidance)

September 30, 2016 and 2015

REDW LLC

Winslow Indian Health Care Center, Inc.

Table of Contents

Independent Auditor's Report

Board of Directors
Winslow Indian Health Care Center, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Winslow Indian Health Care Center, Inc. (WIHCC, a nonprofit organization), which comprise the statements of financial position as of September 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WHCC as of September 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional expenses is presented for purpose of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is also presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 3, 2017, on our consideration of WHCC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering WHCC's internal control over financial reporting and compliance.

REDW LLC

Albuquerque, New Mexico
May 3, 2017

Winslow Indian Health Care Center, Inc.

Statements of Financial Position

September 30,

	2016	2015
Assets		
Current assets		
Cash and cash equivalents	$ 4,534,088	$ 10,961,414
Investments	34,116,299	21,270,612
Patient accounts receivable, net of contractual allowances	2,573,874	2,392,659
Accrued interest receivable	169,813	169,443
Other receivables	37,344	107,220
Prepaid expenses and deposits	358,443	468
Total current assets	41,789,861	34,901,816
Property and equipment, net of accumulated depreciation and amortization	27,466,958	27,413,840
Total assets	$ 69,256,819	$ 62,315,656
Liabilities and Net Assets		
Current liabilities		
Accounts payable	$ 554,912	$ 1,199,234
Purchased/referred care payable	577,059	1,641,638
Accrued liabilities	3,034,169	2,735,599
Deferred revenue	77,259	77,259
Current portion of long-term debt	244,716	236,419
Total current liabilities	4,488,115	5,890,149
Long-term debt, less current portion	50,035	305,128
Total liabilities	4,538,150	6,195,277
Net assets		
Unrestricted	64,718,669	56,120,379
Total liabilities and net assets	$ 69,256,819	$ 62,315,656

The accompanying notes are an integral part of these financial statements.

Winslow Indian Health Care Center, Inc.

Statements of Activities
For the Years Ended September 30,

	2016	2015
Operating Revenues		
Contract and grant revenue	$ 30,911,901	$ 29,863,598
Net patient service revenue	31,119,138	29,554,494
Total operating revenues	62,031,039	59,418,092
Operating Expenses		
Program services	41,913,320	39,956,790
Management and general	12,249,299	12,167,315
Total operating expenses	54,162,619	52,124,105
Income from operations	7,868,420	7,293,987
Nonoperating Income (Expense)		
Interest and dividend income, net	917,361	968,246
Realized gain on investments	3,594	9,037
Unrealized loss on investments	(226,486)	(447,987)
Other income	73,400	161,511
Loss on disposal of property and equipment	-	(112,479)
Interest expense	(37,999)	(80,016)
Total nonoperating income, net	729,870	498,312
Change in net assets/revenues over expenses	8,598,290	7,792,299
Unrestricted net assets, beginning of year	56,120,379	48,328,080
Unrestricted net assets, end of year	$ 64,718,669	$ 56,120,379

The accompanying notes are an integral part of these financial statements.

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

	2016	2015
Cash flows from operating activities		
Cash received from contracts and grants	$ 30,911,901	$ 30,165,857
Cash received from third-party payors	30,937,923	28,644,498
Interest and dividends received	916,991	968,284
Other cash receipts	143,276	7,087,834
Cash paid to employees and suppliers	(54,019,502)	(48,825,339)
Interest paid	(37,999)	(80,016)
Net cash provided by operating activities	8,852,590	17,961,118
Cash flows from investing activities		
Purchases of investments	(19,568,579)	(13,250,137)
Proceeds from sale of restricted investment	-	8,000,000
Proceeds from sale of investments	6,500,000	6,390,000
Purchases of property and equipment	(1,964,541)	(3,145,730)
Net cash used for investing activities	(15,033,120)	(2,005,867)
Cash flows from financing activities		
Payments on long-term debt	(246,796)	(7,836,744)
Net cash used for financing activities	(246,796)	(7,836,744)
Net change in cash and cash equivalents	(6,427,326)	8,118,507
Cash and cash equivalents, beginning of year	10,961,414	2,842,907
Cash and cash equivalents, end of year	$ 4,534,088	$ 10,961,414

The accompanying notes are an integral part of these financial statements.

Winslow Indian Health Care Center, Inc.

Statements of Cash Flows — continued

For the Years Ended September 30,

	2016	2015
Reconciliation of change in net assets to net cash provided by operating activities		
Change in net assets	$ 8,598,290	$ 7,792,299
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,911,423	1,817,202
Loss on disposal of property and equipment	-	112,479
Realized gain on investments	(3,594)	(9,037)
Unrealized loss on investments	226,486	447,987
Provision for doubtful accounts	-	110,000
Net changes in operating assets and liabilities		
Patient accounts receivable	(181,215)	(1,019,996)
Settlement receivable	-	7,000,000
Accrued interest receivable	(370)	38
Meaningful use incentive payment receivable	-	225,000
Other receivables	69,876	(73,677)
Prepaid expenses and deposits	(357,975)	340,677
Accounts payable	(644,322)	236,677
Purchased/referred care payable	(1,064,579)	454,512
Accrued liabilities	298,570	449,698
Deferred revenue	-	77,259
Net cash provided by operating activities	$ 8,852,590	$ 17,961,118

The accompanying notes are an integral part of these financial statements.

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

1) Organization and Summary of Significant Accounting Policies

Organization

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

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

Basis of Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Section 958-205, Not-for-Profit Entities – Presentation of Financial Statements. Under this section, WIHCC is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

- *Unrestricted net assets* represent the portion of net assets of WIHCC that are neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Unrestricted net assets of WIHCC are subject to requirements of its ISDEAA Compact and Annual Funding Agreements.
- *Temporarily restricted net assets* represent assets of WIHCC whose use is limited by donor-imposed stipulations that either expire by the passage of time or can be fulfilled by actions of WIHCC. When the stipulated time restriction ends or action is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and are reported in the statement of activities as net assets released from restrictions. WIHCC had no temporarily restricted net assets at September 30, 2016 or 2015.
- *Permanently restricted net assets* represent the part of net assets whose use by WIHCC is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of WIHCC. WIHCC had no permanently restricted net assets at September 30, 2016 or 2015.

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

Cash and Cash Equivalents
For purposes of reporting cash flows, WIHCC considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents, which at times may exceed federally insured limits. WIHCC's deposits include checking and savings accounts held at a financial institution. At September 30, 2016, deposit balances totaled $3,829,217, of which $809,663 was insured by the Federal Deposit Insurance Corporation (FDIC). At September 30, 2015, deposit balances totaled $5,253,293, of which $810,304 was insured by the FDIC. WIHCC does not have a policy requiring collateral on all deposits exceeding FDIC limits. WIHCC has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its deposit balances.

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

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

The allowance for doubtful patient accounts receivable is that amount which, in management's judgment, is considered adequate to reduce patient service accounts receivable to an amount that is considered to be ultimately collectible. WIHCC calculates its allowance for doubtful accounts based on management's estimate of historical write-offs by major payer categories over the past several years, as well as management's general knowledge of composition of receivables, knowledge of the industry, and collection expectations. Accounts are written off as bad debts based on individual credit

evaluation and specific circumstances of the account. Management believes that estimates made for contractual allowances and the allowance for doubtful accounts are adequate. Because of the uncertainty regarding the ultimate collectability of patient service accounts receivable, there is a possibility that amounts ultimately collected will materially differ from net patient service accounts receivable recorded in the accompanying statements of financial position.

Investments

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

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

Level 1: Quoted market prices in active markets for identical assets and liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

WHCC's investments are the only assets or liabilities that are measured at fair value on a recurring basis and are, therefore, subject to FASB ASC Section 820. For the year ended September 30, 2016, the application of valuation techniques to investments has been consistent with previous years.

Prepaid Expenses and Deposits

Certain payments to vendors represent costs applicable to future accounting periods and are recorded as a prepaid expense in the statements of financial position and expensed as the items are used. Prepaid expenses are made up of the following:

	2016	2015
Insurance	$ 122,443	$ -
Deposits	-	468
Pharmaceuticals, medical and other supplies through prime vendor contract with IHS	236,000	-
Total prepaid expenses and deposits	$ 358,443	$ 468

Fair Value of Financial Instruments

For financial statement purposes, receivables, accounts payable, accrued liabilities and debt are considered financial instruments. WIHCC estimates that the fair value of all financial instruments at September 30, 2016 and 2015, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying statements of financial position either because of their short-term nature or because interest rates on debt approximate current market rates.

Property and Equipment

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

Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation and amortization is computed using the straight-line method over the assets' estimated useful lives ranging from 5 to 30 years. Management has evaluated these assets and believes that no impairment of long-lived assets exists as of September 30, 2016 and 2015.

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

ISDEAA Compact

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

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

Purchased/referred care are services provided to IHS-eligible beneficiaries by private sector health care providers, such as hospitals and physicians, under contract with WIHCC. Purchased/referred care expense was approximately $3.2 million and $5.2 million in 2016 and 2015, respectively. WIHCC reported purchased/referred care payable, for estimated services provided by private sector health care providers but not yet paid by WIHCC, of approximately $0.6 million and $1.6 million in the accompanying statements of financial position as of September 30, 2016 and 2015, respectively. Because of the uncertainty regarding payments made to private sector health care providers, there is a chance that amounts ultimately paid will materially differ from purchased/referred care payable recorded in the accompanying statements of financial position.

The AFA also includes a buyback agreement which details purchased services to be provided by IHS. WIHCC contracted IHS employees under Intergovernmental Personnel Act (IPA) agreements or commissioned officer assignments under memorandums of agreement (MOA) and recorded costs associated with these employees as program services, which totaled $3.3 million and $2.6 million in 2016 and 2015, respectively.

Electronic Health Records Incentive Reimbursement

The American Recovery and Reinvestment Act of 2009 included provisions for implementing health information technology under the Health Information Technology for Economic and Clinical Health Act (HITECH). These provisions were designed to increase the use of electronic health records (EHR) technology and establish the requirements for a Medicare and Medicaid incentive payments program beginning in 2011 for eligible hospitals and providers that adopt and meaningfully use certified EHR technology. Eligibility for annual Medicare incentive payments is dependent on providers demonstrating meaningful use of EHR technology in each period over a four-year period. Initial Medicaid incentive payments are available to providers that adopt, implement or upgrade certified EHR technology; but providers must demonstrate meaningful use of such technology in subsequent years to qualify for additional incentive payments. Medicaid EHR incentive payments are fully funded by the federal government and administered by the states; however, the states are not required to offer EHR incentive payments to providers.

WIHCC recognized approximately $17,000 and $246,000 during the years ended September 30, 2016 and 2015, respectively, of incentive reimbursement for HITECH incentives from Medicaid related to certain of WIHCC's employed physicians that have demonstrated meaningful use of certified EHR technology or have completed attestations to their adoption or implementation of certified EHR technology. These incentive reimbursements are presented as a portion net patient service revenue in the accompanying statements of activities, and are subject to audit by the federal government or its designee. At September 30, 2016 and 2015, WIHCC was not due money under this program.

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

Tax Status
WIHCC is exempt from state and federal income taxes on related income under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). WIHCC is classified as other than a private foundation. Accounting principles generally accepted in the U.S. require WIHCC to evaluate and disclose uncertain tax positions. WIHCC does not believe any such positions exist at September 30, 2016 or 2015, that would require accrual or disclosure in the financial statements. WIHCC's policy, when applicable, is to classify interest and penalties, if any, as miscellaneous expense. WIHCC believes it is no longer subject to tax examinations for years prior to 2012.

Subsequent Events
Subsequent events through May 3, 2017, the date which the financial statements were available to be issued, were evaluated for recognition and disclosure in the September 30, 2016, financial statements.

2) Net Patient Service Revenue

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

A summary of payment arrangements with major third-party payors follows:

Medicare Services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge or per visit.

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

Periodic rate adjustments are made, sometimes resulting in retroactive settlements. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as more information is available to improve estimates or final settlements are determined. Based on information existing at September 30, 2016 and 2015, no material retroactive settlements were anticipated; therefore, no estimated settlements were accrued at September 30, 2016 or 2015.

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

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

3) Investments

Investments at fair value at September 30 are as follows:

	2016			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Money market mutual funds	$ 10,959,779	$ 351,799	$ -	$ 11,311,578
U.S. government agency securities	2,016,945	816	-	2,017,761
Corporate bonds	20,771,289	-	15,671	20,786,960
	$ 33,748,013	$ 352,615	$ 15,671	$ 34,116,299

	2015			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Money market mutual funds	$ 6,562,154	$ 194,873	$ -	$ 6,757,027
U.S. government agency securities	1,904,109	351	-	1,904,460
Corporate bonds	12,612,315	-	(3,190)	12,609,125
	$ 21,078,578	$ 195,224	$ (3,190)	$ 21,270,612

The fair value of the WIHCC's marketable securities that are measured on a recurring basis as of September 30 are as follows:

	2016		
	Level 1	**Level 2**	**Total**
Money market mutual funds	$ -	$ **11,311,578**	$ **11,311,578**
U.S. government agency securities	**2,017,761**	-	**2,017,761**
Corporate bonds	**20,786,960**	-	**20,786,960**
	$ 22,804,721	**$ 11,311,578**	**$ 34,116,299**

	2015		
	Level 1	Level 2	Total
Money market mutual funds	$ -	$ 6,757,027	$ 6,757,027
U.S. government agency securities	1,904,460	-	1,904,460
Corporate bonds	12,609,125	-	12,609,125
	$ 14,513,585	$ 6,757,027	$ 21,270,612

4) Property and Equipment

Property and equipment consisted of the following at September 30:

	2016	2015
Buildings	$ 4,976,849	$ 4,976,849
Equipment	11,263,055	10,266,450
Leasehold improvements	5,128,144	4,153,839
Software	173,745	173,745
Property pending transfer from federal government	20,443,183	20,443,183
	41,984,976	40,014,066
Less accumulated depreciation and amortization	(14,978,314)	(13,287,889)
	27,006,662	26,726,177
Construction in progress	424,296	651,663
Artwork	36,000	36,000
Property and equipment, net	$ 27,466,958	$ 27,413,840

5) Accrued Liabilities

Accrued liabilities consist of the following at September 30:

	2016	2015
Salaries and wages	$ 1,023,498	$ 808,549
Paid time off and other leave	1,547,651	1,302,678
Self-insured health insurance liabilities	247,336	568,200
IPA/MOA costs	146,467	-
Payroll taxes and other employee benefits	69,217	56,172
	$ 3,034,169	$ 2,735,599

6) Long-Term Debt

WIHCC's long-term debt consisted of the following at September 30:

	2016	2015
Arizona State Credit Union non-revolving line of credit with an availability period ending on November 20, 2014, converted to a three year amortized loan at that date, secured by an interest bearing deposit account with the lender and a right of setoff in any other property in the lender's possession, principal and interest payable in 36 monthly installments of $59,270 beginning December 20, 2014, interest at a fixed rate of 4.25%.	$ 294,751	$ 541,547
Total long-term debt	294,751	541,547
Less current portion	244,716	236,419
Long-term debt, less current portion	$ 50,035	$ 305,128

The non-revolving line of credit above was issued in connection with the construction of a new Medical Office Building. Additionally, WIHCC is required to comply with various covenants for this non-revolving line of credit, including timely submittal of financial information and maintenance of certain financial ratios. As of September 30, 2016, management believes WIHCC was in compliance with all covenants.

Required principal payments on long-term debt are as follows:

Year ending September 30,	
2017	$ 244,716
2018	50,035
Total	$ 294,751

7) Operating Leases

WIHCC has noncancelable operating leases primarily for buildings. Future minimum lease payments under the leases at September 30, 2016, are as follows:

Year ending September 30,	
2017	$ 196,606
2018	107,118
2019	76,670
2020	39,537
2021	-
Total minimum lease payments	$ 419,931

Total rental expense under operating leases was approximately $278,000 and $219,000 in 2016 and 2015, respectively.

8) Retirement Plan

Effective January 1, 2007, WIHCC established a 401(k) Profit Sharing Plan. The plan covers substantially all employees and allows employee contributions. WIHCC makes matching contributions equal to the sum of 100% of the amount of each employee's salary reduction not to exceed 4% of the employee's compensation. These amounts are 100% vested. In addition, WIHCC is able to make a nonelective discretionary contribution which, if made, will vest after three years of service. The plan is administered by an unrelated party. During the years ended September 30, 2016 and 2015, WIHCC made combined (matching and discretionary) contributions of approximately $1,458,000 and $1,367,000, respectively.

9) Contingencies

Healthcare Regulatory Environment

The healthcare industry is subject to laws and regulations of federal, state and local governments. These laws and regulations include, but are not limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement for patient services and Medicare and Medicaid fraud and abuse. Recently, government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by healthcare

providers. Violations of these laws and regulations could result in expulsion from government healthcare programs, the imposition of significant fines and penalties and significant repayments for patient services previously billed.

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

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

Grants and Contracts

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

Litigation

WIHCC is at times a party to claims and lawsuits arising in the ordinary course of business for which the organization purchases comprehensive general liability insurance. Also, as part of the self-governance compact with the Department of Health and Human Services, medical malpractice claims are covered under the Federal Tort Claims Act. As a result, claims made against WIHCC would be defended by the United States Attorney General. Management believes, based upon consultation with legal counsel that claims, if any, will not have a material adverse effect on the financial statements, and has not recorded a legal loss accrual as of September 30, 2016 or 2015.

10) Concentrations of Credit Risk

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

	2016	2015
Medicaid	75%	74%
Medicare	14	14
Other third-party payers	11	12
	100%	100%

11) Subsequent Event

In April 2017, WIHCC entered into a Construction Project Agreement (the "Agreement") with IHS, under Title V of the ISDEAA, for the design of the new Dilkon Health Center. The funding provided to WIHCC under this Agreement totals $61,389,435, which is expected to cover the architectural and engineering design, as well as all site work design, of the new Dilkon Health Center. However, no construction services are included in the Agreement unless added through modification to the Agreement. Project design activities are anticipated to begin in May 2017 and be completed by April 2019.

Winslow Indian Health Care Center, Inc.
Schedule of Functional Expenses
For the Years Ended September 30, 2016 and 2015

	Medical Program Services	Management and General	Total Program and Support Services
Expenses incurred for the year ended September 30, 2016			
Salaries and benefits	$ 22,648,971	$ 8,263,692	$ 30,912,663
Purchased/referred care	3,211,820	-	3,211,820
Supplies	4,731,025	450,247	5,181,272
Professional fees	1,548,983	1,938,854	3,487,837
Contractual services	3,324,167	62,323	3,386,490
IPA/MOA	2,954,779	372,597	3,327,376
Depreciation and amortization	1,720,281	191,142	1,911,423
Equipment	220,249	31,265	251,514
Travel and training	273,055	297,899	570,954
Rent	519,457	57,718	577,175
Utilities	326,326	36,258	362,584
Fees	110,118	227,093	337,211
Miscellaneous	50,914	157,465	208,379
Insurance	118,192	13,133	131,325
Stipends	-	68,247	68,247
Communication	9,769	65,231	75,000
Repairs and maintenance	145,214	16,135	161,349
	$ 41,913,320	$ 12,249,299	$ 54,162,619
Expenses incurred for the year ended September 30, 2015			
Salaries and benefits	$ 20,620,497	$ 7,545,443	$ 28,165,940
Purchased/referred care	5,173,756	-	5,173,756
Supplies	4,499,853	601,635	5,101,488
Professional fees	1,660,457	1,933,190	3,593,647
Contractual services	2,304,663	468,842	2,773,505
IPA/MOA	2,543,686	48,280	2,591,966
Depreciation and amortization	1,635,482	181,720	1,817,202
Equipment	241,231	547,057	788,288
Travel and training	220,800	249,562	470,362
Rent	387,111	43,012	430,123
Utilities	332,338	36,926	369,264
Fees	93,296	202,869	296,165
Miscellaneous	68,677	118,932	187,609
Insurance	99,648	11,072	110,720
Stipends	-	98,345	98,345
Communication	8,885	73,051	81,936
Repairs and maintenance	66,410	7,379	73,789
	$ 39,956,790	$ 12,167,315	$ 52,124,105

Winslow Indian Health Care Center, Inc.
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2016

Grantor / Program Title	Grant/Contract Period	Federal CFDA Number	Grant Expenditures
Department of Health and Human Services			
Direct Awards			
Tribal Self-Governance Program			
Annual Funding Agreement	FYE 9/30/16	93.210	$ 30,343,779
Methamphetamine and Suicide Prevention Initiative (MSPI)	FYE 9/30/16	93.933	161,320
Special Diabetes Program for Indians	FYE 9/30/16	93.237	400,049
Total expenditures of federal awards			$ 30,905,148

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

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

1) Basis of Presentation

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

2) Summary of Significant Accounting Policies

Basis of Accounting
Expenditures reported on the SEFA are reported using the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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

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

3) Subrecipients

WIHCC did not provide any federal awards to subrecipients during fiscal year 2016.

4) Relationship to WIHCC Financial Statements

Federal award program expenditures by WIHCC are presented in the 2016 statement of activities as follows:

	Schedule of Expenditures of Federal Awards	Other Contracts and Grants	Statement of Activities Total
Contracts and grant revenue	$ 30,905,148	$ 6,753	$ 30,911,901

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Board of Directors
Winslow Indian Health Care Center, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Winslow Indian Health Care Center, Inc. (WIHCC, a non-profit organization), which comprise the statement of financial position as of September 30, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 3, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered WIHCC's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of WIHCC's internal control. Accordingly, we do not express an opinion on the effectiveness of WIHCC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weakness may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether WIHCC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of WIHCC's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

REDW LLC

Albuquerque, New Mexico
May 3, 2017

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

Board of Directors
Winslow Indian Health Care Center, Inc.

Report on Compliance for Each Major Federal Program

We have audited Winslow Indian Health Care Center, Inc.'s (WIHCC) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of WIHCC's major federal programs for the year ended September 30, 2016. WIHCC's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of WIHCC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about WIHCC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of WIHCC's compliance.

Opinion on Each Major Federal Program

In our opinion, WIHCC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2016.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2016-001. Our opinion on each major federal program is not modified with respect to this matter.

WIHCC's response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. WIHCC's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of WIHCC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered WIHCC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of WIHCC's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a certain deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2016-001, that we consider to be a significant deficiency.

WIHCC's response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. WIHCC's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

REDW LLC

Albuquerque, New Mexico
May 3, 2017

Winslow Indian Health Care Center, Inc.
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2016

Section I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
Material weaknesses identified?	No
Significant deficiencies identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Type of auditor's report issued on compliance for major programs:	Unmodified
Internal control over major programs:	
Material weaknesses identified?	No
Significant deficiencies identified?	Yes
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516 (a)?	Yes

Winslow Indian Health Care Center, Inc.
Schedule of Findings and Questioned Costs — continued
For the Year Ended September 30, 2016

Section I — Summary of Auditor's Results — continued

Identification of major programs:

CFDA Number	Name of Federal Program
93.210	Tribal Self-Governance Program

Dollar threshold used to distinguish between type A and type B programs:	$927,154
Auditee qualified as low-risk auditee?	Yes

Winslow Indian Health Care Center, Inc.
Schedule of Findings and Questioned Costs — continued
For the Year Ended September 30, 2016

Section II — Financial Statement Findings

None.

Winslow Indian Health Care Center, Inc.

Schedule of Findings and Questioned Costs — continued
For the Year Ended September 30, 2016

Section III — Federal Awards Findings

2016-001 — Procurement

Federal program information:

Funding agency:	U.S. Department of Health and Human Services
Title:	Tribal Self-Governance Program
CFDA number:	93.210
Award period:	10/01/2015 – 09/30/2016

Criteria: Requirements for procurement are contained in the 2 CFR 200.318 General Procurement Standards. Procurement transactions should be conducted in a manner providing full and open competition in accordance with WIHCC procurement policies and procedures. WIHCC's procurement policy requires the evaluation of Request for Proposals (RFP) for purchase of all items and services estimated to cost $50,000 or more where clear specifications are available for comparative products or services.

Condition: WIHCC purchased equipment exceeding $50,000 from one vendor during fiscal year 2016 without the issuance of an RFP for this equipment.

Questioned Cost: None.

Context: One out of six vendors tested that were paid in excess of $50,000 during fiscal year 2016.

Cause: Controls documented in WIHCC's procurement policies and procedures are not being followed.

Effect: WIHCC is not in compliance with its procurement policies and procedures and the general procurements standards in 2 CFR 200.318.

Auditor's Recommendations: WIHCC should enforce its existing procurement policies and procedures to ensure that all purchases comply with federal requirements. WIHCC might also consider training individuals involved in the procurement of items and services to ensure that all federal and WIHCC requirements are met when procuring items or services.

Management's Response: Management is aware of the federal requirements for purchases over $50,000. We are in the process of placing safeguards in our purchasing system (Oracle) that will not allow purchases of $50,000 or more if an RFP has not been advertised for services, and multiple quotes obtained if for equipment.

Winslow Indian Health Care Center, Inc.

Single Audit Corrective Action Plan

For the Year Ended September 30, 2016

Audit Finding	Corrective Action Plan	Person Responsible	Estimated Completion Date
2016-001	See management response in the schedule of findings and questioned costs	General Services Supervisor	July 1, 2017

Winslow Indian Health Care Center, Inc.

Summary Schedule of Prior-Year Audit Findings

For the Year Ended September 30, 2016

Prior-Year Number	Description	Current Status
2015-001	Financial Statement Adjustments	Resolved
2015-002	Procurement	Unresolved; See finding 2016-001

AAAHC Certificates

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF MEDICAL HOME ACCREDITATION

WINSLOW INDIAN HEALTH CARE CENTER

500 N. INDIANA AVENUE
WINSLOW, AZ 86047-2169

In recognition of its commitment to high quality of care and substantial compliance with the Accreditation Association for Ambulatory Health Care standards for medical home organizations.

Organization Identification Number
21591

KENNETH M. SADLER, DDS, MPA
Chair of the Board

The Award of Accreditation Expires on:
NOVEMBER 9, 2020

MEENA DESAI, MD
Immediate Past Board Chair

ASSOCIATION MEMBERS

American Academy of Cosmetic Surgery · American Academy of Dental Group Practice · American Academy of Dermatology · American Academy of Facial Plastic and Reconstructive Surgery · American Association of Oral and Maxillofacial Surgeons · American College of Gastroenterology · American College of Health Association · American College of Mohs Surgery · American Congress of Obstetricians and Gynecologists · American Dental Association · American Gastroenterology Association · American Society of Anesthesiologists · American Society for Dermatologic Surgery · American Society for Gastrointestinal Endoscopy · ASCA Foundation · Association of periOperative Registered Nurses · Society for Ambulatory Anesthesia

5250 OLD ORCHARD ROAD, SUITE 200 • SKOKIE, IL 600[illegible]
PHONE: 847/853.6060 • E-MAIL: INFO@AAAHC.ORG • WEB SITE: WWW.AAAHC.ORG

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF MEDICAL HOME ACCREDITATION

to

WINSLOW INDIAN HEALTH CARE CENTER
DILKON HEALTH CENTER

HIGHWAY 60, DILCON SCHOOL CAMPUS
WINSLOW, AZ 86047

In recognition of its commitment to high quality of care and substantial compliance with the Accreditation Association for Ambulatory Health Care standards for medical home organizations.

Organization Identification Number
63925

KENNETH M. SADLER, DDS, MPA
Chair of the Board

The Award of Accreditation Expires on:
NOVEMBER 9, 2020

MEENA DESAI, MD
Immediate Past Board Chair

ASSOCIATION MEMBERS

American Academy of Cosmetic Surgery · American Academy of Dental Group Practice · American Academy of Dermatology · American Academy of Facial Plastic and Reconstructive Surgery · American Association of Oral and Maxillofacial Surgeons · American College of Gastroenterology · American College of Health Association · American College of Mohs Surgery · American Congress of Obstetricians and Gynecologists · American Dental Association · American Gastroenterology Association · American Society of Anesthesiologists · American Society for Dermatologic Surgery · American Society for Gastrointestinal Endoscopy · ASCA Foundation · Association of periOperative Registered Nurses · Society for Ambulatory Anesthesia

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ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF MEDICAL HOME ACCREDITATION

WINSLOW INDIAN HEALTH CARE CENTER
LEUPP HEALTH CENTER

HIGHWAY 15/LEUPP SCHOOLS ROAD
LEUPP, AZ 86035

In recognition of its commitment to high quality of care and substantial compliance with the Accreditation Association for Ambulatory Health Care standards for medical home organizations.

Organization Identification Number
63926

KENNETH M. SADLER, DDS, MPA
Chair of the Board

The Award of Accreditation Expires on:
NOVEMBER 9, 2020

MEENA DESAI, MD
Immediate Past Board Chair

ASSOCIATION MEMBERS

American Academy of Cosmetic Surgery · American Academy of Dental Group Practice · American Academy of Dermatology · American Academy of Facial Plastic and Reconstructive Surgery · American Association of Oral and Maxillofacial Surgeons · American College of Gastroenterology · American College of Health Association · American College of Mohs Surgery · American Congress of Obstetricians and Gynecologists · American Dental Association · American Gastroenterology Association · American Society of Anesthesiologists · American Society for Dermatologic Surgery · American Society for Gastrointestinal Endoscopy · ASCA Foundation · Association of periOperative Registered Nurses · Society for Ambulatory Anesthesia

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PHONE: 847/853.6060 • E-MAIL: INFO@AAAHC.ORG • WEB SITE: WWW.AAAHC.ORG

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF ACCREDITATION

to

WINSLOW INDIAN HEALTH CARE CENTER
PHYSICAL THERAPY DEPARTMENT

1527 N. PARK DRIVE
WINSLOW, AZ 86047

In recognition of its commitment to high quality of care and substantial compliance with the Accreditation Association for Ambulatory Health Care standards for ambulatory health care organizations.

Organization Identification Number
17888

KENNETH M. SADLER, DDS, MPA
Chair of the Board

The Award of Accreditation Expires on:
NOVEMBER 9, 2020

MEENA DESAI, MD
Immediate Past Board Chair

ASSOCIATION MEMBERS

American Academy of Cosmetic Surgery · American Academy of Dental Group Practice · American Academy of Dermatology · American Academy of Facial Plastic and Reconstructive Surgery · American Association of Oral and Maxillofacial Surgeons · American College of Gastroenterology · American College of Health Association · American College of Mohs Surgery · American Congress of Obstetricians and Gynecologists · American Dental Association · American Gastroenterology Association · American Society of Anesthesiologists · American Society for Dermatologic Surgery · American Society for Gastrointestinal Endoscopy · ASCA Foundation · Association of periOperative Registered Nurses · Society for Ambulatory Anesthesia

5250 OLD ORCHARD ROAD, SUITE 200 • SKOKIE, IL 60077
PHONE: 847/853.6060 • E-MAIL: INFO@AAAHC.ORG • WEB SITE: WWW.AAAHC.ORG

ACCREDITED BY ACCREDITATION ASSOCIATION FOR AMBULATORY HEALTH CARE (AAAHC)

- In September 2017, AAAHC successfully completed site survey.
  - Over 800 standards reviewed by the surveyors. All the recommendations regarding partial complaints or non-complaints are being addressed or have been addressed.
  - WIHCC will maintain accreditation for next 3 years, including certification as a Patient Centered Medical Home at all three clinics – Winslow, Dilkon, Leupp.

AAAHC KERSHNER AWARD

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

Laboratory
COLA Survey

COLA
Lab Accreditation Through Education

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

COLA ID: 14281
12/15/17

Dear Laboratory Director and Staff:

Congratulations! You have been selected as a recipient of the COLA Laboratory Excellence Award as a result of your recent survey on 12/12/2017.

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

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

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

Sincerely,

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

COLA
Lab Accreditation Through Education

PRESS RELEASE FOR COLA PARTICIPANTS

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

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

How to Use the Press Release Shown Below:

Submit the press release on your own letterhead and send copies to your local papers.

GOOD NEWS!

LOCAL --[PHYSICIAN/LABORATORY]-- RECOGNIZED

FOR QUALITY LABORATORY SERVICES

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

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

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


COLA
Seal of Quality in Healthcare
COLA awards its highest commendation,
The Laboratory
Excellence Award
to this laboratory for its
outstanding performance in
quality patient testing and overall
exemplary application of the
principles of laboratory practices.
2017 - 2018

Instructions for Use of the COLA Decal

Congratulations on your achievement!

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

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

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

COLA / 9881 Broken Land Parkway / Suite 200 / Columbia, MD / 21046-1195
(800) 981-9883 / Fax (410) 381-8611 / www.colacentral.com
ISODOC-53-7

Laboratory Information
(as of 12/12/2017)

At the time of survey, the following information was recorded. Please verify that this information is correct and update any changes/additions/deletions to COLA via COLAcentral™ (www.colacentral.com). All information must be completed to receive a COLA accreditation certificate.

COLA ID Number	14281	
CLIA ID Number	03D0705037	
Laboratory Director	Michael Papez, MD	
Address	Attn: Minnie Tsingine	
Telephone	928-289-6143	
Fax	928-289-6105	
COLA Surveyor	Derrick Mendel	
Survey Date	12/12/2017	
Number of Physicians	25	
Specialties	Chemistry:	Endocrinology, Routine Chemistry, Toxicology, Urinalysis
	Diagnostic Immunology:	General Immunology, General Immunology, General Immunology, General Immunology, General Immunology, General Immunology
	Hematology:	Coagulation, Coagulation, Routine Hematology
	Microbiology:	Bacteriology, Mycology, Parasitology
Enrollment Expires	10/25/2018	
Name on COLA Accreditation Certificate	Winslow Indian Health Care Center Laboratory	

Proficiency Testing Program

Provider Name	Account Number
American Proficiency Institute (API)	04-19-87

Personnel in the Laboratory			
Name	Position	COLACentral Access	Email Address
Begay, Sandra	Laboratory Personnel	No	sandra.begay@wihcc.org
Charlie, Jeannie	Laboratory Personnel	No	jeannie.charlie@wihcc.org
Clark, Deidra	Laboratory Personnel	No	deidra.clark@wihcc.org
Curley, Tisha	Laboratory Personnel	Yes	tisha.curley@wihcc.org
Gauthereau, Fernando	Laboratory Personnel	No	fernando.gauthereau@wihcc.org
Hubbell-King, Mildred	Laboratory Personnel	No	mildred.king-hubbell@wihcc.org
Jamon, Julie	Laboratory Personnel	No	julie.jamon@wihcc.org
Kanuho, Verdell	Laboratory Personnel	No	verdell.kanuho@wihcc.org
Mazour, Cory	Laboratory Personnel	No	
Nguyen, Bich	Laboratory Personnel	No	
Papez, MD, Michael	Laboratory Director	Yes	Michael.Papez@nahealth.com
Poocha, Eunice	Laboratory Personnel	No	eunice.poocha@wihcc.org

Sue, Lola	Laboratory Personnel	No	
Tsingine, Minnie	Laboratory Personnel	Yes	minnie.tsingine@wihcc.org
Yazzie, Matraca	Laboratory Personnel	No	matraca.yazzie@wihcc.org

Tests Performed & Instruments Used in the Laboratory

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

Instrument	Complexity	Analyte	Regulated?
Specialty: Chemistry / Endocrinology			
Abbott Architect c 4000 + i 1000sr	Moderate	25-Hydroxyvitamin D (25-OH-D)	No
Abbott Architect c 4000 + i 1000sr	Moderate	HCG, Beta, Serum, Quantitative	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Thyroid Stimulating Hormone - high sens. (TSH-HS)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Thyroxine, Free (FT4)	Yes
Sekisui Diagnostics, LLC, OSOM hCG Combo Test	Waived	Urine HCG by Visual Color Comparison Tests	No
Specialty: Chemistry / Toxicology			
Abbott Architect c 4000 + i 1000sr	Moderate	Acetaminophen	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Amphetamines	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Barbiturates	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Benzodiazepines	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Buprenorphine	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Cannabinoids (THC)	No

Abbott Architect c 4000 + i 1000sr	Moderate	Carbamazepine	Yes
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Cocaine Metabolites	No
Abbott Architect c 4000 + i 1000sr	Moderate	Digoxin	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Ethanol (Alcohol)	Yes
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Methadone	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Methamphetamines	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Opiates	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Oxycodone	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Phencyclidine (PCP)	No
Abbott Architect c 4000 + i 1000sr	Moderate	Phenytoin	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Salicylates	No
MedTox Diagnostics, Profile - V MedToxScan Drugs of Abuse Test System	Moderate	Tricyclic Antidepressants	No
Specialty: Microbiology / Bacteriology			
All Conventional Organism Identification (ID)	High	Aerobic &/or Anaerobic Organisms-unlimited sources	Yes

All Antimicrobial Susceptibility	High	Aerobic &/or Anaerobic Organisms-unlimited sources	Yes
All Gram Stain Procedures - Other than Urethral/Endocervical	High	Aerobic/Anaerobic Organ.-Other than Ureth/Endocerv	Yes
BIOMERIEUX BACT/ALERT	Moderate	Aerobic/Anaerobic Organisms from Blood Culture	No
Meridian Bioscience illumigene C. difficile	Moderate	Clostridium difficile	No
BioStar Acceava Strep A Test	Waived	Streptococcus, group A	Yes
Specialty: Chemistry / Routine Chemistry			
Abaxis Piccolo Portable Blood Analyzer	Moderate	Alanine Aminotransferase (ALT) (SGPT)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Alanine Aminotransferase (ALT) (SGPT)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Albumin	Yes
Abaxis Piccolo Portable Blood Analyzer	Moderate	Albumin	Yes
Abaxis Piccolo Portable Blood Analyzer	Moderate	Alkaline Phosphatase (ALP)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Alkaline Phosphatase (ALP)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Ammonia, Plasma/Serum	No
Abbott Architect c 4000 + i 1000sr	Moderate	Amylase	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Aspartate Aminotransferase (AST) (SGOT)	Yes
Abaxis Piccolo Portable Blood Analyzer	Moderate	Aspartate Aminotransferase (AST) (SGOT)	Yes

Abbott Architect c 4000 + i 1000sr	Moderate	B-Type Natriuretic Peptide (BNP)	No
Biosite Triage Meter	Moderate	B-Type Natriuretic Peptide (BNP)	No
Abbott Architect c 4000 + i 1000sr	Moderate	Bilirubin, Direct	No
Abbott Architect c 4000 + i 1000sr	Moderate	Bilirubin, Total	Yes
Abaxis Piccolo Portable Blood Analyzer	Moderate	Bilirubin, Total	Yes
I-STAT i-STAT Portable Clinical Analyzer Model 100	Moderate	Blood Gases	Yes
Abaxis Piccolo Portable Blood Analyzer	Moderate	Calcium, Total	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Calcium, Total	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Carbon Dioxide, Total (CO2)	No
Abaxis Piccolo Portable Blood Analyzer	Moderate	Carbon Dioxide, Total (CO2)	No
Abbott Architect c 4000 + i 1000sr	Moderate	Cerebrospinal Fluid (CSF) Protein	No
Abbott Architect c 4000 + i 1000sr	Moderate	Chloride	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Cholesterol	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Creatine Kinase (CK)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Creatine Kinase MB Fraction (CKMB)	Yes
Abaxis Piccolo Portable Blood Analyzer	Moderate	Creatinine	Yes

Abbott Architect c 4000 + i 1000sr	Moderate	Creatinine	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Creatinine (urine)	No
HEMOSURE ONE-STEP FECAL OCCULT BLOOD TEST	Waived	Fecal Occult Blood	No
Clarity Hemosure One-Step Immunological Fecal Occult Blood Test	Waived	Fecal Occult Blood	No
Abbott Architect c 4000 + i 1000sr	Moderate	Gamma Glutamyl Transferase (GGT)	No
Abbott Architect c 4000 + i 1000sr	Moderate	Glucose	Yes
Abaxis Piccolo Portable Blood Analyzer	Moderate	Glucose	Yes
Roche Diagnostics ACCU-CHEK Inform II Blood Glucose Monitoring System	Waived	Glucose Monitoring Devices (FDA Cleared/Home Use)	No
Bayer DCA 2000+ Analyzer	Waived	Glycosylated Hemoglobin (Hgb A1C)	No
Abbott Architect c 4000 + i 1000sr	Moderate	HDL Cholesterol	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Lactate Dehydrogenase (LDH)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Lactic Acid (Lactate)	No
Abbott Architect c 4000 + i 1000sr	Moderate	Lipase	No
Abbott Architect c 4000 + i 1000sr	Moderate	Magnesium	Yes
I-STAT i-STAT Portable Clinical Analyzer Model 100	Moderate	PCO2	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Phosphorus	No

I-STAT i-STAT Portable Clinical Analyzer Model 100	Moderate	PO2	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Potassium	Yes
Abaxis Piccolo Portable Blood Analyzer	Moderate	Potassium	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Prostatic Specific Antigen (PSA)	No
Abaxis Piccolo Portable Blood Analyzer	Moderate	Protein, Total	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Protein, Total	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Protein, Total (urine)	No
Abbott Architect c 4000 + i 1000sr	Moderate	Sodium	Yes
Abaxis Piccolo Portable Blood Analyzer	Moderate	Sodium	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Triglyceride	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Troponin-I (Cardiac)	No
Abaxis Piccolo Portable Blood Analyzer	Moderate	Urea (BUN)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Urea (BUN)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Uric Acid	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Vitamin B12	No
Specialty: Hematology / Routine Hematology			
All Body Fluid Elements Microscopic ID Procedures	High	Body Fluid Microscopic Elements	No

All Manual Cerebrospinal Fluid Cell Count Procedures	High	Cerebrospinal Fluid Microscopic Elements	No
BIOSITE, INC., TRIAGE D-DIMER TEST	Moderate	D-dimer	No
STRECK LABORATORIES A1 ANALYS INSTRUMENT ESR-AUTO PLUS	Moderate	Erythrocyte Sedimentation Rate (non-waived proced)	No
CELL-DYN Ruby System	Moderate	Hematocrit	Yes
CELL-DYN Ruby System	Moderate	Hemoglobin	Yes
HemoCue Hemoglobin System	Waived	Hgb, single analyte inst. w/self-cont...	No
All Methylene Blue Wet Mount Preps for Fecal Leukocytes	Moderate	Leukocytes, Fecal	No
CELL-DYN Ruby System	Moderate	Platelet Count	Yes
CELL-DYN Ruby System	Moderate	Red Blood Cell Count (Erythrocyte Count) (RBC)	Yes
CELL-DYN Ruby System	Moderate	White Blood Cell Count (Leukocyte Count) (WBC)	Yes
CELL-DYN Ruby System	Moderate	White Blood Cell Differential (WBC Diff)	Yes
All Manual WBC Diff Procedures	Moderate	White Blood Cell Differential (WBC Diff)	Yes
Specialty: Diagnostic Immunology / General Immunology			
Abbott Architect c 4000 + i 1000sr	Moderate	C-Reactive Protein (CRP)	No
Fisher Healthcare Sure-Vue H. pylori Test	Waived	Helicobacter pylori Antibodies	No

TRINITY BIOTECH UNI-GOLD RECOMBIGEN HIV TEST	Waived	HIV-1 Antibody	Yes
Inverness Medical, Clearview Mono-plus II	Waived	Infectious Mononucleosis Antibodies (Mono)	Yes
Abbott Architect c 4000 + i 1000sr	Moderate	Rheumatoid Factor (RF)	Yes
Specialty: Microbiology / Mycology			
All KOH Preparations	Moderate	Fungi - Fungal elements only	No
Specialty: Microbiology / Virology			
BINAXNOW INFLUENZA A & B TEST	Waived	Influenza A/B	Yes
Alere i Influenza A & B Test	Waived	Influenza A/B	Yes
BINAX NOW RSV TEST	Waived	Respiratory syncytial virus	Yes
Specialty: Hematology / Coagulation			
Instrumentation Laboratory ACL Elite/ElitePro	Moderate	Prothrombin Time (PT)	Yes
Specialty: Microbiology / Parasitology			
All Direct Wet Mount Preparations	Moderate	Trichomonas	No
Specialty: Chemistry / Urinalysis			
All Manual Microscopic Analysis of Urinary Sediment	Moderate	Urinary Sediment Microscopic Elements	No
Bayer ACETEST Reagent Tablets	Waived	Urine Dipstick or Tablet Analytes, nonautomated	No
Bayer MULTISTIX 10 SG Reagent Strips	Waived	Urine Dipstick or Tablet Analytes, nonautomated	No

Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick Bilirubin	No
Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick Blood	No
Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick Glucose	No
Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick Ketone	No
Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick Leukocytes	No
Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick Nitrite	No
Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick pH	No
Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick Protein	No
Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick Specific Gravity	No
Siemens Clinitek Advantus Urinalysis Analyzer	Moderate	Urine Qualitative Dipstick Urobilinogen	No

Arizona Department of Health Services (ADHS)

Physical Therapy

PROPERTY OF THE

ARIZONA DEPARTMENT OF HEALTH SERVICES

Winslow Indian Health Care Center, Inc.
1527 North Park Drive
Winslow, AZ 86047

This facility is licensed to operate as a(n) Outpatient Treatment Center

From: November 1, 2017

To: October 31, 2018

Issued: July 27, 2017

Recommended By: Connie Belden, Bureau Chief

License: OTC4970

Issued By: Colby Bower, Assistant Director

HEALTH AND WELLNESS FOR ALL ARIZONANS

PURSUANT TO A.R.S. [illegible] UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION.
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REVISED OR REVOKED.
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

Dental

CODA Survey

From: Pete, Sally
Sent: Friday, June 08, 2018 2:23 PM
To: Nez, Normanda
Subject: FW: AEGD End of 2017 CODA Site Visits

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

Photo: from left to right - Dr. Darrin Blackman, Dr. Thomas Barnes and Dr. Anthony Caputo.

Hello Everyone,

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

This marks the end of CODA site visits in 2017 for the AEGD program and we ended on a wonderfully high note!

My thanks to our friends and partners at the Winslow IHCC; Dr. Blackman and Dr. Barnes are an example of the level of excellence achieved with providing our residents with an exceptional residency experience and serving as mentors and inspiring our residents.

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

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

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

My best regards,
Anna

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

FY 2017

WINSLOW INDIAN HEALTH CARE CENTER

ANNUAL REPORT

Table of Contents

Section Page

Table of Contents

WIHCC

Section Page

WIHCC

500 North Indiana Avenue
Winslow, Arizona 86047

May 7, 2018

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

Re: 2017 WIHCC Annual Report

Dear Honorable Jonathan Hale, Committee Chair and Members:

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

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

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

Sincerely,

Sally n. Pete
Chief Executive Officer

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

Phone: (928) 289-6100 Fax: (928) 289-3447

WINSLOW INDIAN HEALTH CARE CENTER

2017 ANNUAL REPORT

WINSLOW INDIAN HEALTH CARE CENTER

Winslow Indian Health Care Center Service Area

District 5 (Tolani Lake, Leupp, Birdsprings) & District 7 (Jeddito, White Cone, Indian Wells, Dilkon, Teesto) & Bordertowns (Winslow, Joseph City, Holbrook)

WIHCC BELIEFS:

Mission

Accessible, quality, and cost effective health care

Vision

A healing and harmonious environment in partnership with communities.

Values

Hozhojíí doo K'e
(Harmonious Relationships)

Board of Directors

Lindsay Naas
Legal Counselor

Robert Salabye
President
White Cone
Chapter

Charles Jim Store
Vice-President
Lenpp Chapter

John R. Nells
Secretary
Teesto Chapter

Ray Curley
Member
Birdsprings
Chapter

Jerry Freddie
Member
Dilkon Chapter

Velma Huskey
Member
Tolani Lake
Chapter

Martin Bahe
Member
Jeddito Chapter

Mary Ann Begay
Member
Indian Wells
Chapter

Executive Management Team

Sally N Pete, MSN
Chief Executive Officer

Frank Armao, MD
Chief Medical Officer

Matthew Sutton, MD
Chief of Staff

Valerie Kelley, MSN
Chief Nurse Executive

Karen Leuppe
Chief Financial
Officer

Luciana Frank
Human Resource
Director

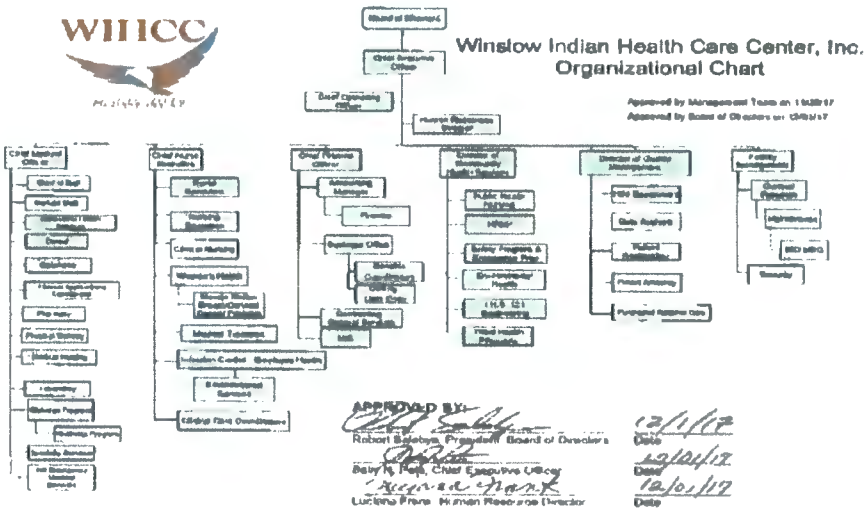
Peter Lalnk, PharmD,
MBA, BCACP
Quality Management

Roderick Antone, RN
Director, CHS

Margaret Joe
Accounting Manager

Ray Bedoni
Facility Manager

Organizational Chart



Historical Information About WIHCC

August 16, 2002

P.L. 93-638 Agreement signed by WIHCC & IHS

10/15/1931:
Land purchased by W.H. Dagg for $10 and donated to U.S. Government for health services for Indian people.

1932:
Tuberculosis (TB) Sanitarium built by Bureau of Indian Affairs (BIA) to treat patients with Tuberculosis.

1936:
BIA bid $10 for additional land; land base increased.

1954:
Sanitarium closed for inpatient hospital

1974:
P.L. 93-638, Indian Self-Determination Act signed by Nixon, authorizing Tribes to run their own health programs

1977:
The hospital closed for ambulatory (outpatient) health center

2001:
WIHCC Articles of Incorporation filed with the Navajo Nation.

2002:
Navajo Nation Council (NNC) authorized 638 pilot projects for WIHCC, Tuba City and Utah-UNHS.

06/03/05:
NNC reauthorized the 3 corporations to a 15-year period; 10/01/05 – 09/30/20.

07/21/10:
NNC approved legislation for Self-Governance, Title-V for WIHCC, Tuba City and Utah UNHS

07/06/11:
Title-V Compact &Multi-Year Funding Agreement approved by IHS.

09/12/14:
Medical Office Building (Ambulatory Care Facility) opened, funded solely by WIHCC.

Accredited By Accreditation Association For Ambulatory Health Care (AAAHC)

- In September 2017, AAAHC successfully completed site survey.
  - Over 800 standards reviewed by the surveyors. All the recommendations regarding partial complaints or non-complaints are being addressed or have been addressed.
  - WIHCC will maintain accreditation for next 3 years, including certification as a Patient Centered Medical Home at all three clinics – Winslow, Dilkon, Leupp.

AAAHC KERSHNER AWARD

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

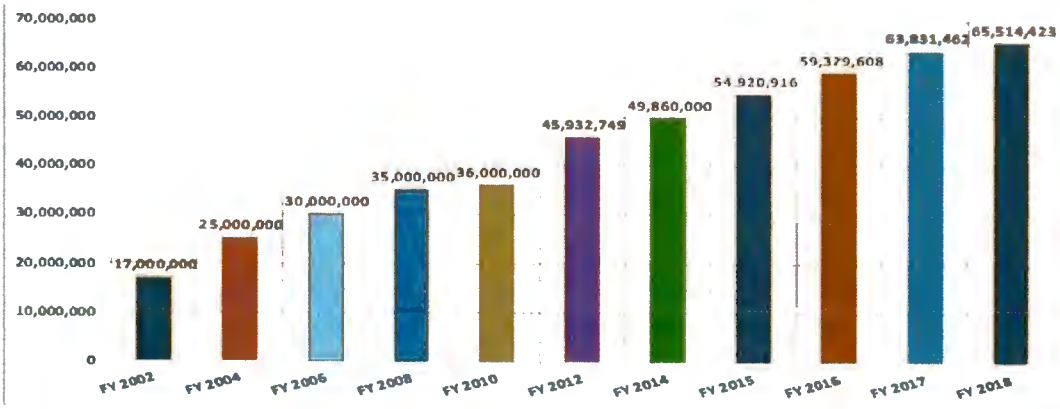
Accreditation

COLA (Lab) Accreditation & Physical Therapy Rehabilitation License

Lab by COLA
Laboratory Excellence Award

Physical Therapy by Arizona Department of Health Services (ADHS)

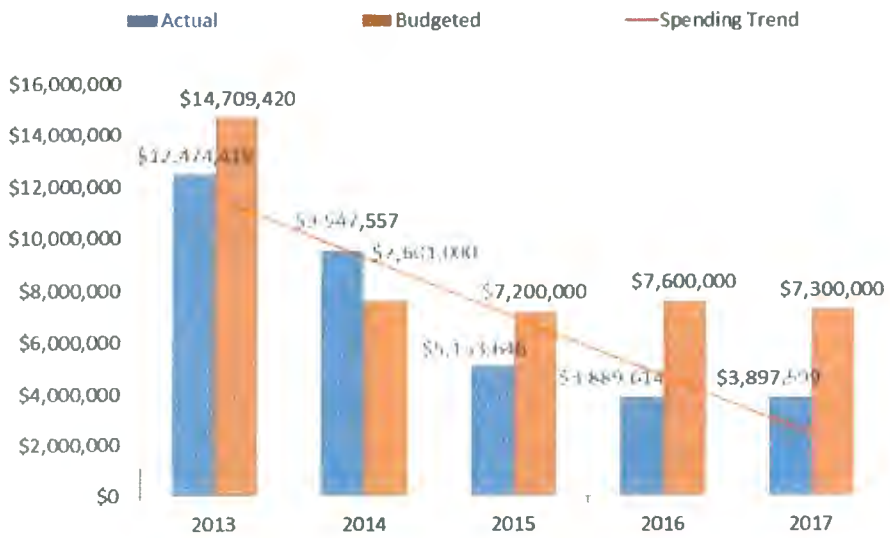
WIHCC Budget: 2002 to 2018



- Federal Contract Amount: $ 29,974,423
- EAC Requests: $ 60,200
- 3rd Party Collections: $ 34,500,000
- Interest: $ 850,000
- Meaningful Use: $ 150,000
- Stevens Bill: $ 40,000
- Reserves: $ 40,000
- TOTAL $ 65,514,423
- Difference $ 114,802 (+balance)

CLEAN FINANCIAL AUDITS SINCE 2002

Purchased Referred Care (PRC): Expenditures versus Budget by Fiscal Year



Budget: Grants Management Services

In collaboration with WIHCC departments, community organizations, grantors, for the purpose of securing funds to maintain and enhance WIHCC services and programs. The following grants were approved and received for these programs.

Recipient Department	Grant/Grantor	Award Amount
Dental Mobile Van	Wells Fargo	5,000.00
Dental Mobile Van	Delta Dental	25,000.00
Dental Mobile Van	Children's Smile Project (Books)	150.00
Diabetes Program	Walmart Foundation	2,500.00
Diabetes Program	Health Active Native Com	8,000.00
Diabetes Program	Special DM Prog Initiative (Fed)	183,598.00
Meth/Suicide Prevention Initiative	MSPI (Fed)	175,000.00
Dental Department	Tribal Medical Equipment Fund-IHS-OEH&E	$251,958.00
Total Grants		**651,192.00**

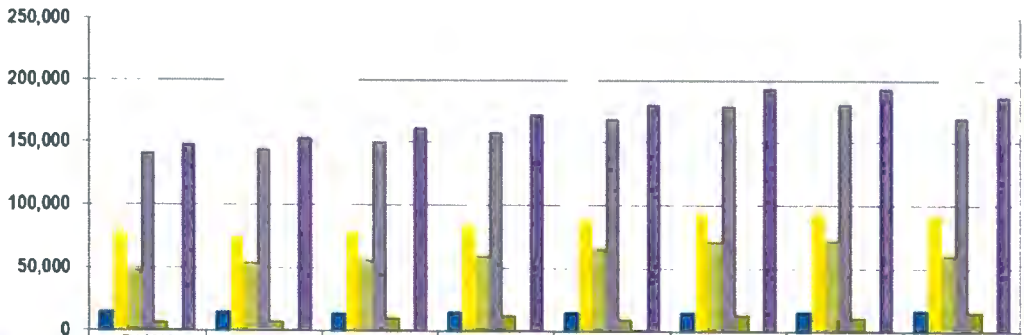
WORKLOAD – User Population-Federal & Tribal

WIHCC User Population has an annual growth rate of 1.27% and is the only Service Unit to increase in the Navajo Area in FY 2017

Service Unit	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Chinle	33,535	33,838	34,390	34,675	35,027	35,016	35,027	34,902	34,557	34,259	33,634
Crownpoint	20,339	20,459	21,490	21,300	19,787	20,551	19,787	19,791	19,710	19,470	19,230
Ft. Defiance	30,929	30,676	29,774	29,883	29,119	29,425	29,119	28,726	28,520	28,305	27,667
Gallup	41,410	41,520	41 861	42 731	43,275	43 360	43,275	43,370	43,149	43,750	42,524
Kayenta	17,238	17,358	17,448	18 649	18,295	18,352	18,295	18,656	19,129	19,125	19,119
Shiprock	51,731	51,975	52,590	53,685	53,915	53,640	53,915	58,826	53,623	52,890	52,263
Tuba City	27,438	28,138	28,634	28,595	31,300	30 249	31,300	30,856	30,520	30,164	30,023
Winslow	**15,361**	**15,850**	**16,144**	**16,482**	**16,665**	**16,610**	**16,665**	**16,649**	**16,403**	**17,246**	**17,425**
Area Total	237,981	239,814	242,351	246,000	247,383	247,203	247,383	251,776	245,611	245,209	241,895

Winslow User Population by Fiscal Year

Number of Patient Visits at WIHCC



	FY 2010	FY 2011	FY 2012	FY2013	FY2014	FY2015	FY2016	FY2017
Dental	14,849	14,687	13,890	14,819	14,618	14,865	15,664	16,512
Medical	78,310	74,647	78,931	83,078	88,013	92,666	93,035	92,467
Pharmacy	48,104	54,872	56,701	60,226	66,287	71,704	72,422	60,819
Total	141,263	144,206	149,522	158,122	168,918	179,235	181,121	169,798
PHN Visits	7,106	8,166	10,884	12,944	10,182	13,611	11,526	16,023
In-Pt LCMC	1,214	1,131	1,150	1,236	1,346	1,078	1,006	976
Grand Total	148,369	153,503	161,556	172,302	180,446	193 924	193,653	188,797

WIHCC Employees

2002:

- 189 Indian Health Service staff (Civil Service and Commission Officers)

2017:

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

Grand TOTAL: 453 Positions

TURN OVER RATE

According to CompData Survey, the national turnover rate in healthcare was 14.2% in 2015 comparted to WIHCCs turnover rate of 13.38% Turnover Rate

MEDICAL & DENTAL PROVIDERS

- 21 Physicians (2 vacant positions)
  - 1 Psychiatrist
  - 2 Surgeons
  - 1 Cardiologist
  - 1 Neurologist
  - 1 Podiatrist
- 6 Nurse Practitioners (2 Vacant Positions)
- 3 Physician Assistants
- 3 Optometrists
- 5 Physical Therapists
- 8 Dentists
- 4 Dental Hygienists

Total: 54 Provider Positions

Medical Services

At Winslow, Dilkon, Leupp

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

Provided at Winslow only including Specialty Services

- Surgery
- Cardiology
- Optometry
- Podiatry and Wound Care
- Urgent Care - nights/weekends
- Medical Imaging / CT
- Laboratory
- Neurology
- Clinical Electrophysiology: EMG/NCV
- Hospital Services at Little Colorado Medical Center

Dental Program

Mobile Dental Van Programs:

- Sealant Program – completed 900 exams and placed 1,912 sealants in 2017
- Head Start Program – 66 children
- Dental Hygiene Program – completed hygiene treatment on 131 students
- NAOMI House – completed treatment on all residents

Periodontal Clinic:

- Implant placement – 95 implants placed in 2017
- Osseous surgery
- Crown lengthening

CEREC Clinic:

- Provides crowns made in-house
- Increases number of patients that receive prosthetics

Ortho Clinic:

- 59 consults in 2017
- 651 patient visits in 2017
- Services provided in Leupp, Dilkon and Winslow

Dental Residency Program

- 7 dental residents completed AEGD
- 2 residents are now attending providers
- 2018-2019 residency class will have 9 resident providers

School Programs

- Leupp
- Dilkon

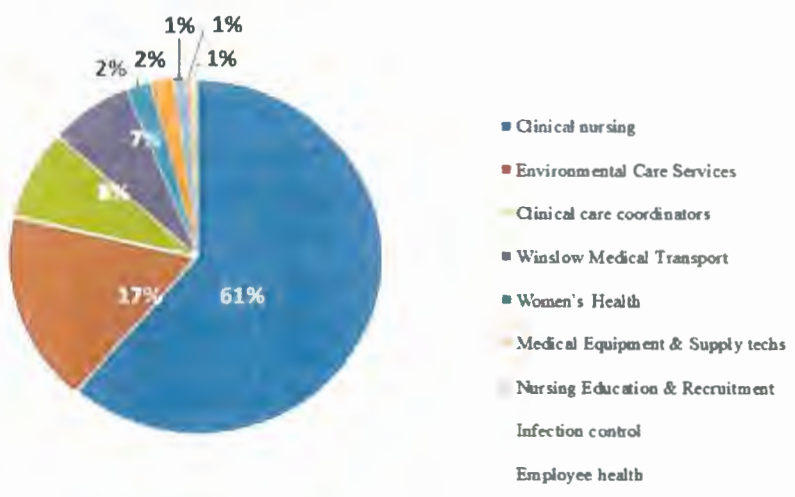
Winslow Campus of Care

- See patients on Tuesday mornings
- Completed screening of 64 patients at the home and triaged patients based on need

NURSING DIVISION

Chief Nurse Executive oversees 9 programs that includes approximately 100 positions within

Vacancy rate - One (1) at the end of FY-2017
Native American RNs, increase from 57% to 59%. 44% of 59% have BSN; 7% have Master's Degrees.



WIHCC

VETERANS PROGRAM ACCOMPLISHMENTS

Strong working relationship with Veterans, their families & Veterans Commanders

- Benefit information for veterans, Chapters, Veterans Summit, Vietnam Veterans Pinning Ceremony, Wells Fall Harvest, White Cone Veterans Day Ceremony on 11/11/17. Served over 210 veterans
- Veteran Services section on WIHCC website, WIHCC Facebook, article in Yá'át'ééh Newsletter, and KTNN.
- Partnered with Arizona Department of Veterans Services to offer video benefits counseling for disability claims, pensions, and compensation. To date, twelve (12) veterans have used this service and there is a waiting.
- 1 - 4 Face-to-Face meeting with Veterans daily.
- Site visits to VA programs at Holbrook, Flagstaff and Hopi to meet with staff, medical providers and learn about clinic operations.
- Hosted a Veterans Suicide Prevention Workshop and invited WIHCC staff and local community health providers (July).
- **Quality Improvement study** for AAAHC survey on Veteran Enrollment and presented information about the program to the AAAHC surveyors.
- Surveyed over 100 veterans to determine high priority needs – **Posttraumatic Stress Disorder (PTDS)** counseling, durable equipment and other concerns.
- Created database and worked with Prescott VA for updated enrollment.
- Worked with homeless veterans via assignment to a HUD/VASH case worker.
- Partnerships with VA, VBA staff, Arizona Department of Veterans Services, AZ American Indian Veterans Town Hall (Ft. McDowell), AZ Veterans Symposium (Mesa), veteran service organizations at VA Navigator Training, and Military Culture Training.

VA Enrollment	2016	2017
Vets enrolled within service area	171	200
Self Identified Vets in service area	878	902
Vets Enrolled with VA	19.48 %	22.17%
Enrolled Vets from different areas	247	285
All self-identified Vets all areas	1737	1826
Vets enrolled in VA from all areas	14.22 %	15.60%

2018 Goals for Veterans Program

- **Increase veteran enrollment for VA medical benefits by 10% annually.**
- Education on benefit at all 8 chapters with VA staff and coordinate and host veteran benefit meetings.
- Collaboration with VA sites, rural health coordinators, Hopi Veteran Services, and WIHCC medical staff
- Media and social media presence including Yá'át'ééh newsletter.
- 03/21/18: Veteran Resource Fair with 30 + exhibitors, i.e., VA Benefit Adm., Camp Navajo, AZ Dept. of VA Services, HUD/VASH Housing Program, VA Agent Orange Registry, Veterans Justice Outreach, VA PTSD counselor, Flagstaff VA Clinic, AZ Coalition for Military Families, and other veteran service organizations.
- Partner with Arizona Coalition for Military Families to host a PTSD workshop for veterans.
- Develop Veteran Resource Guide for veterans for enrollment, to obtain benefits and other services.
- Collaborate with AZ Coalition for Military Families on March 20 to educate local veteran service providers about the Be Connected services and receive training about military culture.
- Provide health promotion/disease prevention education, PCP assignment, women's health, flu vaccine information/clinics. DSME clinic and coordinating with other health care professionals.

Working with Clinical Care Coordinators, assigning veterans to panels and to different resources			
Care Coordinators assist with benefits for Veterans	Nizhoni Partnership for home repairs and build ramps	Provide assistance to Primary Care Providers (PCP) re Veterans	Sub Abuse Rehab, MH at Prescott Domiciliary Care
Behavioral Health & Counseling Services	Assist with Documents for new VA Housing	Coordinate with PHNs re Veteran needs/concerns	VA Specialty Care Clinics (Spinal, Traumatic, Brain Inj
Referral to VA PTSD Counselor	Assist to obtain lost DD-214's and metals	Assist with WIHCC services – medical, dental, optometry	Assist widows for benefits/back benefits from VA
Purchase Referred Care – Medical and Behavioral Health	Referral to Phoenix, Prescott, Albuquerque VA Health Facilities	Coordinate with VA for referrals, consults, Durable Medical Equipment (DME), home health	Assist with VA long term care facilities

Physical Therapy + Rehabilitation Center

- Five physical therapists provide evaluation and treatment for patients with orthopedic, neuromuscular. and post-operative conditions in Winslow and Dilkon
- Farewell to Michael LaPlante, PT, DSC, ECS, he left in February
- Welcomed Clyde Yellowhair, PT, DPT, CSCS in July. He is a graduate of Northern Arizona University and is a certified sports and conditioning specialist. He provides exemplary patient care and he has proven to be an asset to the team
- Referred patients receive comprehensive therapy and individualized treatment consisting of manual therapy, therapeutic exercise, therapeutic activity, balance training. gait training, modalities, home exercise program. and an abundance of patient education on prevention, posture and body mechanics.
- We are proud to offer the following specialty services:
  - **Vestibular rehabilitation (treatment for patients with dizziness, vertigo, peripheral and central vestibular disorders)**
  - **Clinical electroneuromyography (diagnostic testing for identification of nerve and muscle disorders)**
  - **Graston Technique (soft-tissue instrument-assisted mobilization- a form of manual therapy)**
  - **Trigger point dry needling (effective treatment for acute and chronic pain)**
- Offer annual body mechanics and low back injury prevention training to staff.
- Provide durable medical equipment at no cost to the patients
- Early morning gym access for patients with diabetes, obesity, general weakness and other impairments.

Hózhǫ́ógo Iiná Wellness Center Supported by SDPI

PROGRAMS:

- Concession Stand
- Diabetes Clinic
- Diabetes in Pregnancy
- Health and Fitness
- Nutrition
- Youth Wellness

Thank you to our leaders for supporting the programs under Special Diabetes Program Initiative

Youth Fitness Programs






Health Promotion/Disease Prevention (HP/DP)

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

Services:

- Navajo Wellness Model
- Family Culture Awareness
- Annual Wellness Conference
- Youth Wellness Conference
- Fitness Gram Assessment
- Community Fitness Classes
- School Health Education
- SPARKS

Alternative Complimentary Program:

- Massage Therapy
- Traditional Medicine
  - MCH Cultural Enrichment Education
  - Men/Women Sweat Lodge
  - Lunch & Learn
  - Shoe Game

HP/DP Program collaborates with the resources available in the area and appreciates all the support and participations throughout the year.

Ahe'hee!

Community Base Physical Activities

- HPDP Teams
- Prevention Initiatives
- Gardening Project
- Men's Health Concentration
- System for Observing Fitness Instruction Time (SOFIT)
- Community Health Fairs
- Community Health

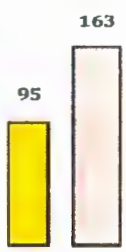
Meth/Suicide Prevention Initiative Program

MSPI Services:

- Applied Suicide Intervention Skills (ASIST)
- Question Persuade Refer (QPR)
- Fatherhood and Motherhood is Sacred
- American Indian Life Skills (AILS)
- Meth 360
- safeTALK
- Grief and Loss:
  - A workshop for adults
  - Support groups for Students

YPSP	128
Bike Ride	198
Sweat Lodge	50
Substance Abuse Prevention	132
Youth Conferences	350
Suicide Prevention	83
AILS	269
Grief & Loss	6
MISPI Presentations	318
Health Fair Booths	454
Postvention	27
Culture Activities	1677
Walks	1408
School Presentations	902
ASIST	21
Safe TALK	118
QPR	45
Parenting Program	59

MSPI: Total number of Events - Fiscal Year 2016 & 2017



WIHCC

Public Health Nursing Program

Eight (8) Public Health Nursing (PHN) positions
PHN covers eight (8) chapters in Districts 5 & 7, &
3 border-towns of Winslow, Joseph City, Holbrook

HOME VISITS	POPULATION SERVICES	COMMUNITY SERVICES
Adult Health	Clinics	Needs Assessment
Breast Feeding Support/Pregnancy	Communicable Disease Control and Prevention	Collaboration: State, Federal, Navajo Nation
Children with Special Needs	Environmental Health	Patient Advocacy
Growth and Development	School Health	Education
Lead Poisoning Management	Special Projects	Health Fairs
Newborn/Infant Assessment	Health Resources	Chapters
Parenting	Smoking Cessation	Worksite Preventive Education
Tuberculosis	Immunizations	Emergency Preparedness

Quality Management (QM) Division

QM staff works with all departments, oversees activities to meet customer and regulatory requirements and improve its effectiveness and efficiency on a continuous basis. Programs under this division are:

- Patient Advocate
- Patient Registration
- Purchase Referred Care
- Quality/GPRA
- Privacy/HIPAA
- Health Information Management
- Internal Auditor/Data Analyst
- Risk Management/Compliance

All employees are required to attend cultural awareness training in addition to Customer Service training

Helpful, Courteous Office Staff	2016	2017	CG CAHPS 2015; Respondent's race/ethnicity as American Indian or Alaskan Native	CG CAHPS 2015; Compiled National Results
Office Staff Helpful	75%	76%	95%	94%
Office staff courteous & respectful	NA	81%	97%	97%

EMPLOYEE APPRECIATION DAY

MANAGEMENT TEAM COOKED AND SERVED EMPLOYEES

Ahe'hee

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

Thank you to WIHCC staff

Dilkon Health Center project

- Program Justification Document (PJD) and Program of Requirement (POR) approved by IHS:
  - >154,000 SF, 109 Staff quarters, Level III 24-hour Emergency Room, 14 short stay beds: 12 beds at Dilkon & 2 beds at Little Colorado Medical Center (LCMC)
- Cost Estimate: >$200 million
- 02/22/17: Navajo Nation President approved and assigned design project to WIHCC.
- 04/18/17: Title V-Construction Project Agreement (TVCPA) for design negotiated and approved by IHS. WIHCC Design Team established.
- All the applicable regulations and policies and procedures being used to design the facility including contracting with architectural firm and consultants.
- Design project is on scheduled and to be completed by the end of the year 2018.

WIHCC

Challenges

1. Dilkon facility project: It would be beneficial to know who will do the construction, IHS or WIHCC. Design will be completed in November 2018 and it will prevent delays of construction if WIHCC continues under TVA Title V Agreement Title-V, P.L. 93-638 Construction.
2. Questionable future funding by the federal government for Community Health Representatives, Health Education and Health Care Facility Construction
3. Need better and positive support from the Tribal leaders
4. Stronger cultural relevant, innovative, prevention activities to address devastating diseases by better communication and coordination amongst all the healthcare providers including the tribal health workers.
5. Recruitment and retention for primary care providers and nurses despite the dedicated, long term professionals, we still need more help as more and more people utilize services at Winslow, Dilkon and Leupp.
6. Strategies for maximum collections from Medicare/Medicaid and Private Insurance Companies.
7. Facilities – WIHCC still has less than 30% of necessary space according to NAIHS Master Plan and IHS standards (NAIHS avg. = 41%. Design for new facility at Dilkon is now underway.
8. CMS: MACRA, MIPS, MEANINGFUL USE – Regulation and federal mandates increasingly present obstacles to patient care.
9. AFFORDABLE CARE ACT – WIHCC fiscal bottom line hugely vulnerable if Medicaid eligibility and reimbursements are rolled back.

Challenges

Tribal Programs:

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

Future Plans

1. Collaborate with healthcare organizations to improve health care for the people.
2. Strengthen "Grow Our Own" program to cultivate health professionals for the future health care facility in Dilkon.
3. WIHCC 2017-2019 Strategic Plan in place with established Goals and objectives
4. WIHCC Master Plan in place and use this plan for future infrastructural development.
5. Collaborate with Little Colorado Medical Center and other healthcare facilities for inpatient services.
6. Collaborate with NAIHS, Dilkon Health Care Steering Committee, Consultants, WIHCC Staff and Tribal Leaders on Dilkon Health Center project.
7. Continue partnership with 638 Association for support and to exercise our rights to manage our own health programs and to provide education to the public including Tribal Leaders about self determination initiative.
8. Present a resolution to Tribal Leaders to renew 638 Title V Self Governance compact for WIHCC with I.H.S for years to come as the current compact agreement expires September 30, 2020.
9. Seek resources to expand and improve programs for the people we serve.

Ahe'hee' Shi'K'ei doo Shi'Dine'e'

(Thank you my relatives & my people)

WIHCC

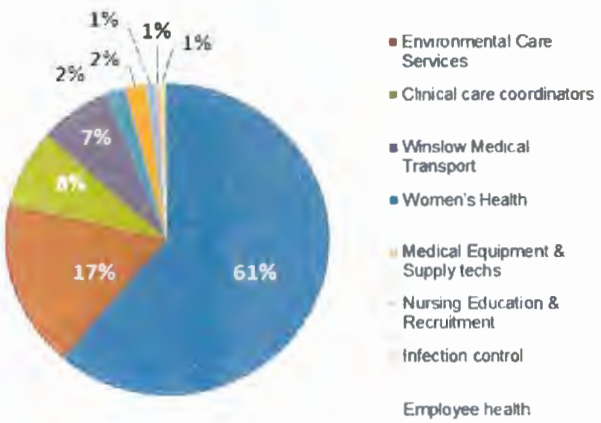
Division of Nursing

Infection Control/Employee Health
Medical Transport
Women's Health
Clinical Care Coordinators

Nursing Organizational Chart

- The Division of Nursing includes those departments that are largely involved with direct patient care & its coordination thereof, in collaboration with other multidisciplinary departments.

People: Nursing Division Positions

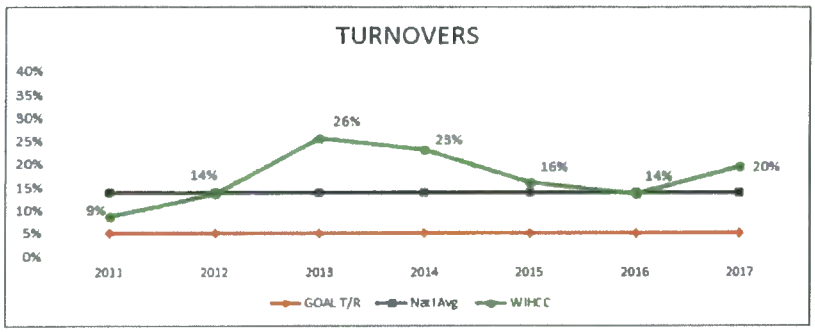


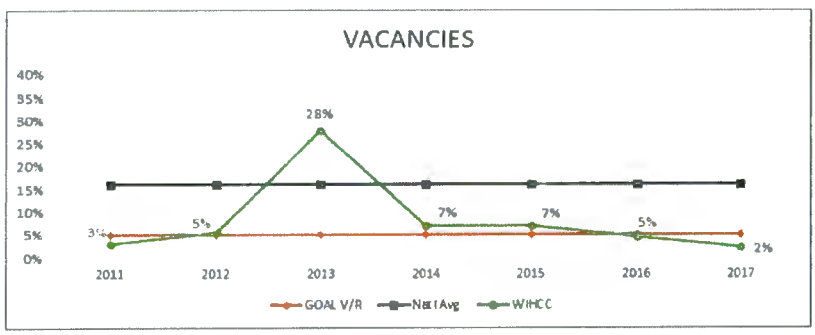
- Currently the CNE oversees 9 programs that includes approximately 100 positions within.

People: Nursing Division Positions

Positions	Number of Staff
Nursing Administrators	4
Supervisory Clinical Nurse	1
Clinical Care Coordinators	8
Infection Control/ Employee Health	1
Senior clinic nurses	3
Women's Health	2
EMS- Winslow Medical Transport	7
EVS- Environmental Care Services	17
Medical Supply Tech	1
Registered Nurses (total)	**30**
Specialty	5
Urgent Care	12
Ambulatory Care	11
Field Clinics	2
Nursing Support staff (total)	**28**
Nursing assistants	18
Nursing ancillary	4
Clinical receptionists	6
Total Positions in Nursing Division	**102**

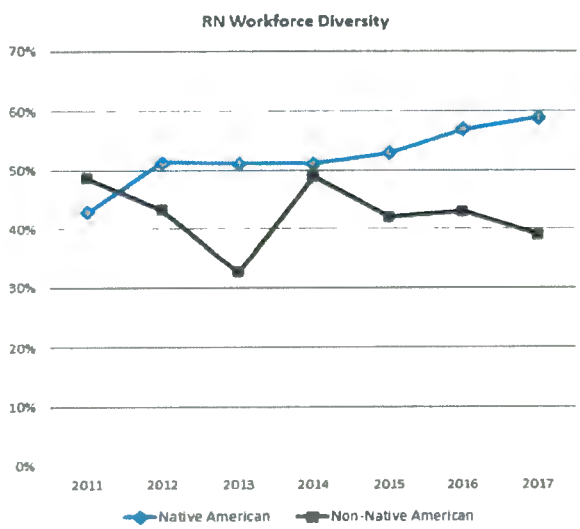
People: Nurse Turnover & Vacancy Rates





People: Nursing Workforce

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



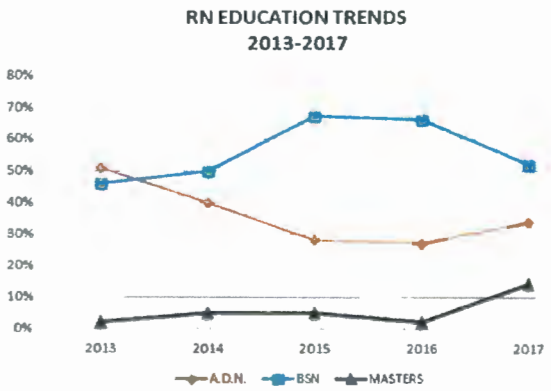
WIHCC

Nursing Fellowship "Grow Our Own"

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

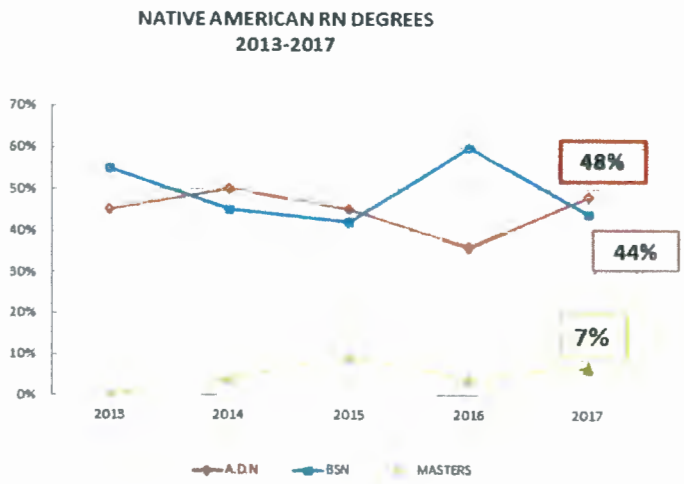
Winslow continues to support the continued education of nursing:

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



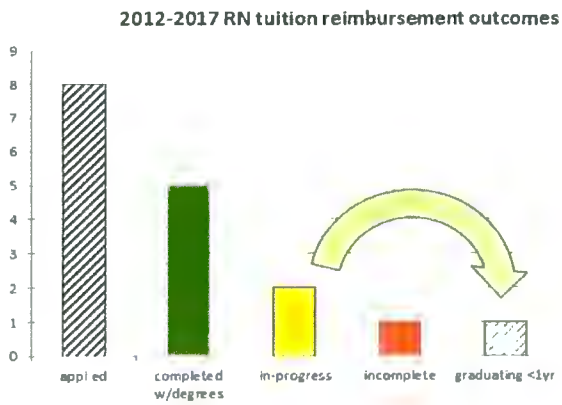
Native American RN Degrees In Division Of Nursing 2013-2017

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



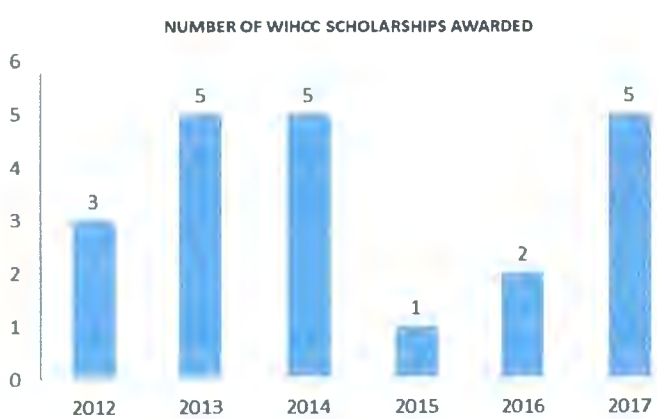
https://www.census.gov/prod/2012pubs/acsbr10-19.pdf

People: Tuition Reimbursements



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

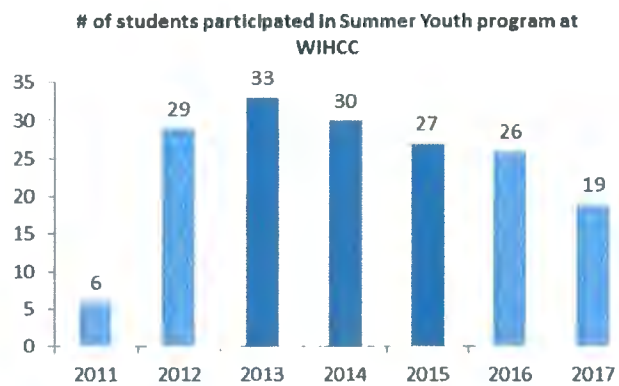
People: WIHCC Health Scholarships



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

WIHCC Summer Youth Development

- Main objective: to motivate Native American youth to graduate high school & create a career interest in healthcare.
- A 2 week temporary employment with participating clinical departments.
- For FY 2017, the program was impacted by the new minimum wage law:
  - only could offer 2 sessions rather than the usual 3.
  - limited the number of students we could have this year.
- 170 students participated since 2011.



Student Testimonial

"Hi Valerie & Rachel,

My name is Leah XXXX and I participated in the student program in 2011. Right after the program ended, I moved to Boston, Massachusetts where I began my college career at Bay Path University. I lived in Massachusetts for two years. At the end of my sophomore year I decided to take a break from school and signed up for a volunteer missionary service mission for my church. I served in the California Roseville Mission for 18 months where I participated in numerous service activities and taught others about my religious faith. After completing my service, I transferred to Brigham Young University in Provo, Utah. I am happy to announce that last month I graduated from BYU with a Bachelor's of Science degree in Psychology!! My ultimate career goal is to become a school psychologist and work with youth in an educational setting. I have applied to various graduate schools and I am waiting to hear back from them. If admitted, I will be beginning graduate school in the fall of this year. Overall, I am doing well! I think about my time at the WIHCC and I am so grateful that I had the opportunity to work there. It opened my eyes to the possibilities of a career and it helped me narrow down what I want to do. Thank you for all that you have done and continue to do. I wish the rest of my peers who participated with me the best!

Happy New Year,

Leah XXXX'

WIHCC

Nursing Quality Improvement projects

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

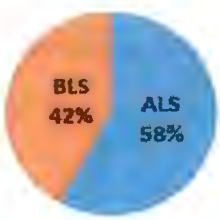
Infection Control

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

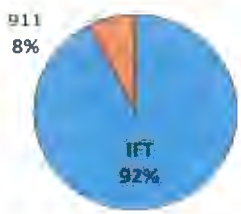
Winslow Medical Transport

- Primary objective: to provide an ambulance service with Advanced Life Support (ALS) services to WIHCC and its field clinics for inter-facility transport needs

Total number of calls per levels of service: 2012-2017

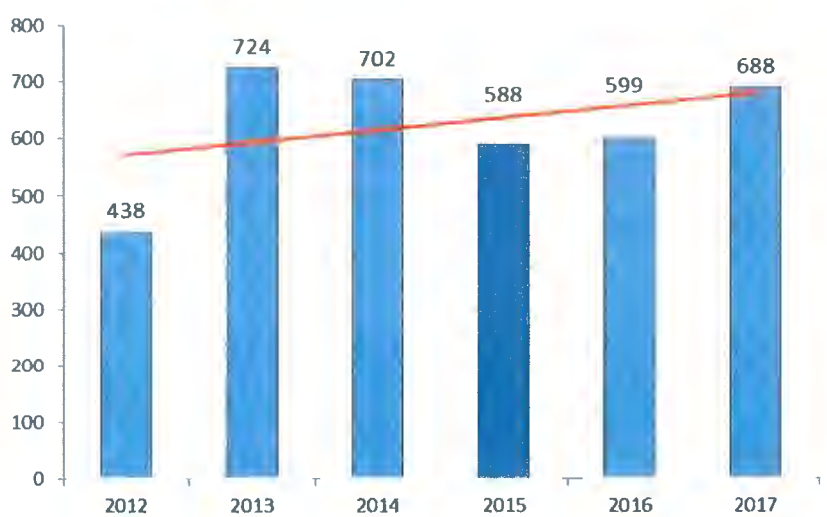


Types of transports: inter-facility vs. 911 calls



Total Calls for Medical Transport: 2012-2017

- Medical Transport is averaging 623 calls per year



WOMEN'S HEALTH

Community Goals

Goal: FY 2018

Breast Cancer Screening

Add additional clinics off-site to increase community participation.

Start active recruitment of female veterans, and patients on the GPRA Deficiency list

Identify Cancer Survivors that would be willing to pair up with newly diagnosed cancer patients. Volunteers would be trained through the *Reach to Recovery* program, offered by the American Cancer Society.

BMD Screening

Provide BMD Screening and education in the communities

Third Pillar: Finance

All appointments are screened in advance to see if benefits updates are needed

Patients needing to be updated by the Patient Benefits Coordinator are referred during Mammography clinic, prior to their screening

A request for funding was submitted to the Avon Foundation for a Grant with the 2018 Breast Health Outreach Program (BHOP). Grant is very competitive. WIHCC was not awarded at this point in time.

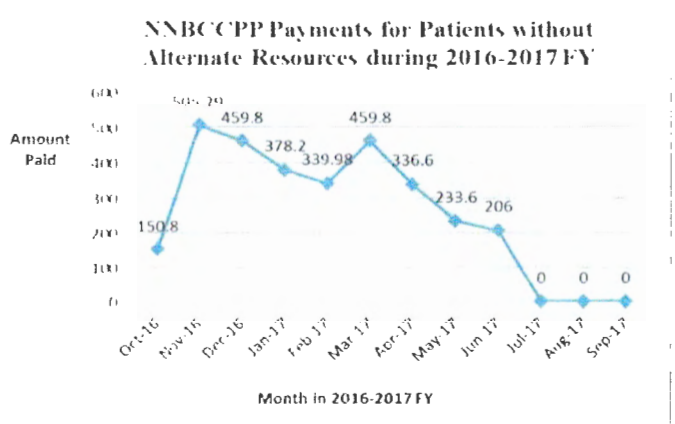
WIHCC was reimbursed by NNBCCPP for cytology HPV testing on eligible patients that did not have alternate resources.

Amount paid to WIHCC:

Oct 1 2016-Sept 30,2017 $3,070.07

NNBCCPP PAYMENTS FOR OFFICE VISITS, PAP SMEARS, & COTESTING

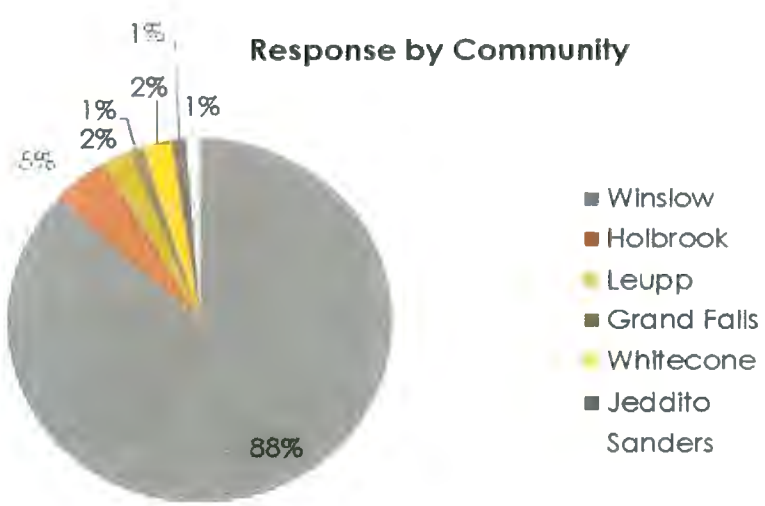
NO PAYMENTS FOR JULY-AUG-SEPT 2017 AS MOA & FUNDING WAS NOT IN PLACE



Patient Satisfaction Survey: Mammography 2nd Quarter FY 2017

The person who helped me schedule my appointment was. . .	83	17	0
The info I received when scheduling my appointment was. . .	73	25	1
The area was clean and orderly. . .	92	9	0
The employees are friendly and helpful. . .	96	4	0
The time in the waiting area was. . .	75	27	0
The probability that you will refer your friends to us is. . .	77	19	0
Was your experience what you expected?	78	21	0

Women's Health: Patient Satisfaction Survey



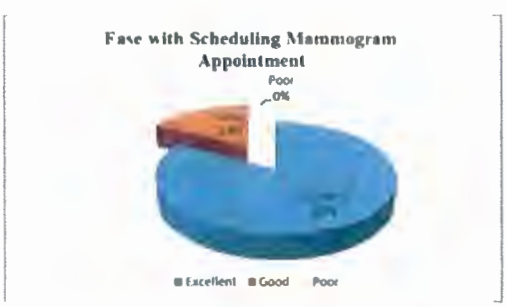
Note:
Most patients completing the Patient Satisfaction Survey listed Winslow or Winslow "IHS" as their community

Women's Health: Patient Satisfaction Survey

Survey Question	Response	
	No	Yes
Would you have gotten a mammogram this year without this opportunity?	56%	44%
Was there anything about today's visit that made you feel uncomfortable?	95%	5%

Women's Health: Patient Satisfaction Survey

The person who scheduled my appointment was. . .



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

Women's Health: Patient Satisfaction Survey

The area was clean and orderly. . .

The employees are friendly and helpful. . .

Women's Health: Patient Satisfaction Survey

The time in the waiting area was. . .

Was your experience what you expected?

Women's Health: Patient Satisfaction Survey

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

First Mammogram

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

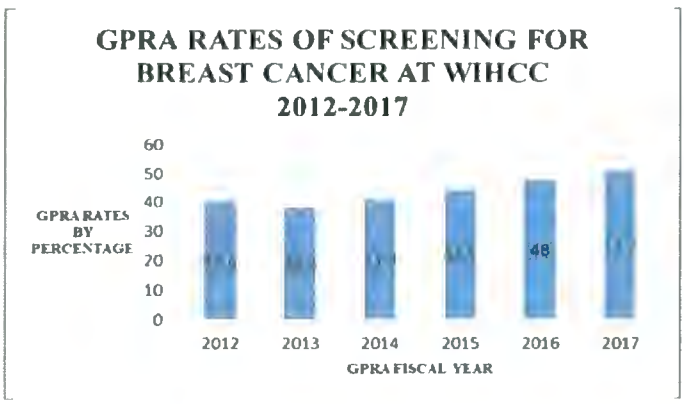
She indicated the probability that she will refer her friends was **EXCELLENT**

Women's Health: Patient Satisfaction Survey

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

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

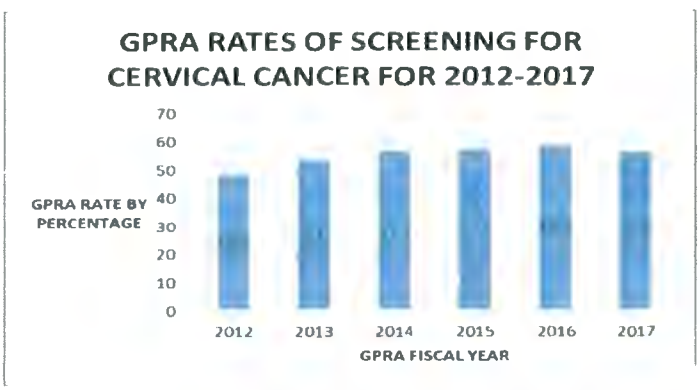
Preventive Screening Rates: Breast Cancer



Although WIHCC did not achieve the GPRA benchmark for Breast Cancer Screening (56.7%) in 2017, the SCREENING RATE has been consistently rising.

- There was a 6.7% increase in the screening rate compared to FY 2016.

Cervical Cancer Screening: GPRA



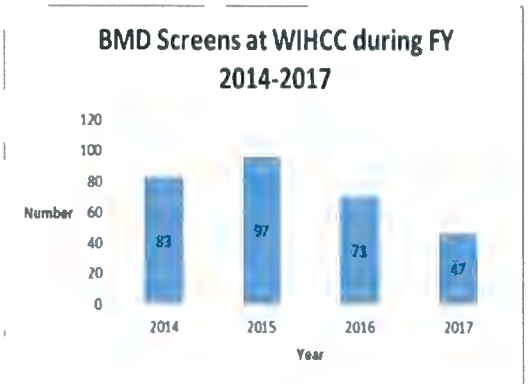
The screening rate for Cervical Cancer dropped by 2.6% from 2016

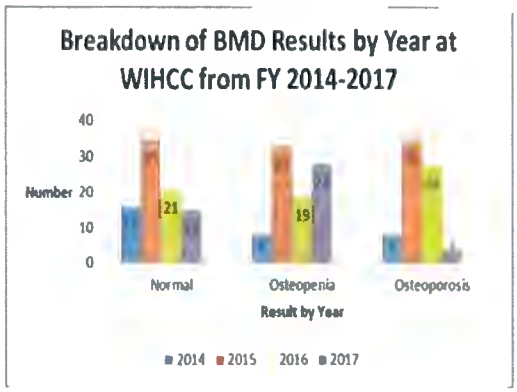
- However, the National Target is 56.1% and Winslow's rate is 56.5%

→GPRA Benchmark has been met for cervical cancer screening

Osteoporosis Prevention Program

- Utilizes The Achilles Express Ultrasonometer For Preliminary Screening And Education

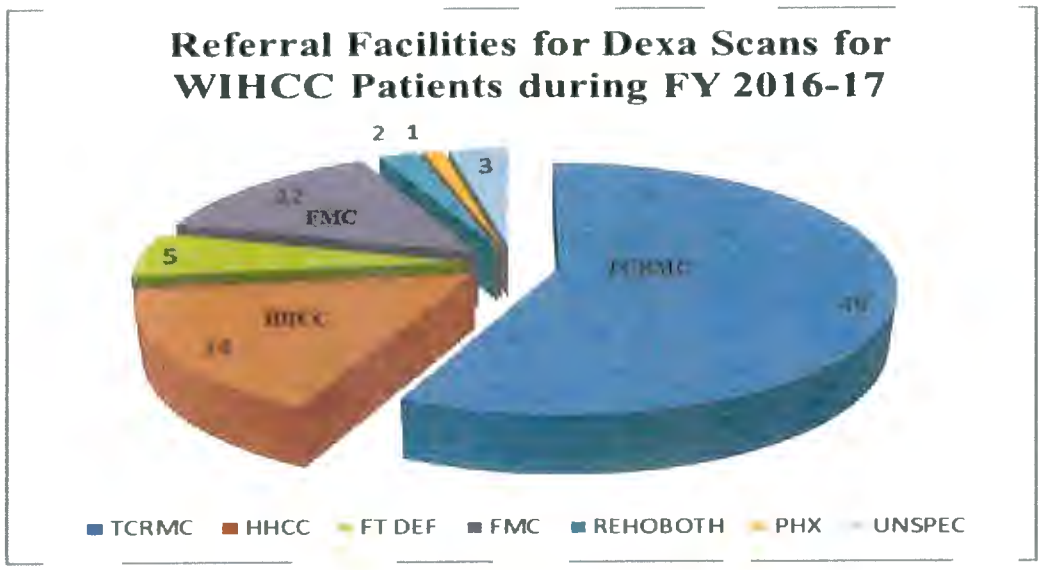




Osteoporosis Prevention Program

WIHCC does Bone Density Screening utilizing heel ultrasounds. This is a screening tool, used to predict those that may be at risk and provide education on bone health and osteoporosis prevention.

Osteoporosis Prevention Program



Quality Improvement: Certified Letters For Mammography

- Certified Letters were sent to patients for follow-up on abnormal results and for multiple missed appointment (both Screening and Diagnostic).
  - Letters were not received by 56% of patients: They were either not returned, or returned as unclaimed.

For Mammography: 44% of certified letters are picked up.

- Of those that pick up their letters, 25% keep their follow up appointment, 71% do not keep their appointment, and 4% are unknown (appointments pending).

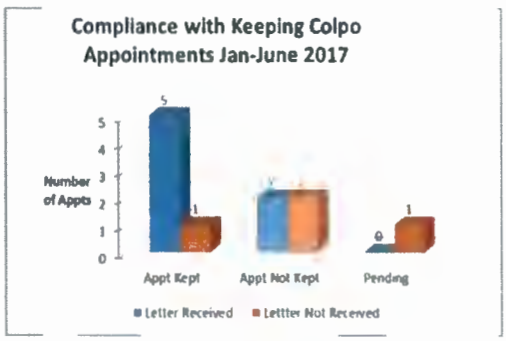
SUMMARY: More than half of the Certified Letters that were sent were NOT picked up, or received. Of those that received a letter, most (71%) did NOT keep their scheduled appointment.

Quality Improvement: Certified Letters For Notification Of Abnormal Pap Smear Results

21 Certified letters were sent from January 1, 2017-June 30, 2017.

11 were for colposcopy follow-up & 10 were for notification of other abnormal results with plan

Most patients pick up their certified letter for abnormal pap smear results, and keep their appointments.



Changes Based on Quality Improvement Results

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

WIHCC

Quality Improvement:
Status Of Women's Health Services For Female Veterans

There are 139 "active" female veterans receiving care through the Winslow Service Area (Active patients: female veterans seen within the past 5 years).

- More than half (65.4%) live in the Winslow CHSDA.
- 33.3% of female veterans between the ages of 52-64 years have no documentation of ever having mammogram done
- 55.6% of women between 52-64 years of age are up to date with their mammograms

Quality Improvement:
Status Of Women's Health Services For Female Veterans

Are female veterans up to date with their pap smears?

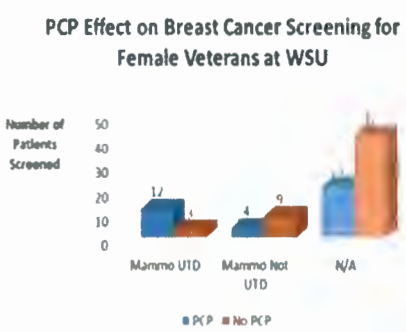
- 29.1% of female veterans between the ages of 24-64 years have no documentation of ever having a pap smear done

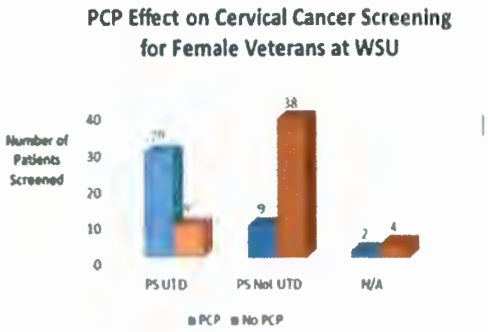
  44.2% of women between 24-64 years of age are up to date with their pap smears. (38/86)

Screening pap smears are recommended every 3 years from ages 24-64 years. Due every 5 years if HPV was completed at the same time as the pap smear and patient is over the age of 30 years.

Quality Improvement:
Status Of Women's Health Services For Female Veterans

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





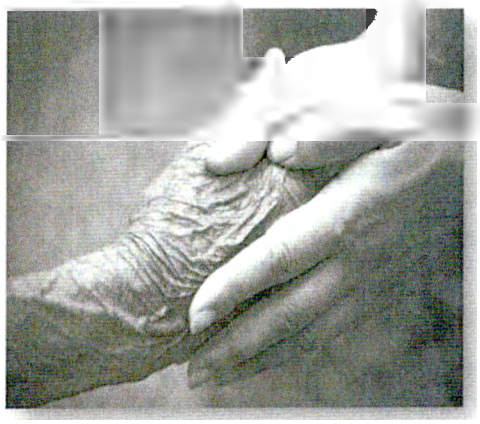
Primary Care Providers Make a DIFFERENCE!

Plan To Increase Services To Female Veterans

GPRA Standards Not Achieved For Breast Cancer And Cervical Cancer Screening

- Investigate whether the electronic record can be flagged for Veterans status.
- Use patient list to call patients to determine if they many have had screening elsewhere. Obtain records, enter into the WH Package.
- Develop strategies to increase the number of female veterans that have PCP assignments.
- Coordinate efforts with Veterans Clinical Care Coordinator to boost screening efforts.
- Reassess in one year.

Ahee'he'



WIHCC | WINSLOW INDIAN HEALTH CARE CENTER

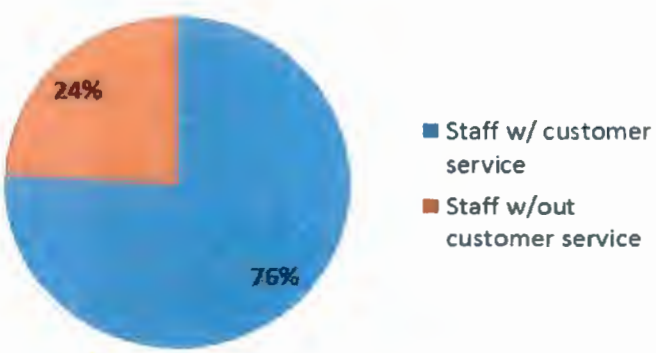
Quality Management Division 2017 Annual Report

- Patient Advocate
- Patient Registration
- Purchase Referred Care
- Quality/GPRA
- Privacy/HIPAA
- Health Information Management
- Internal Auditor/Data Analyst
- Risk Management/Compliance

Customer Service Training for 420 Employees

Customer service & cultural awareness training

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



Customer Experience – Provider Interaction

Provider Communication	2016	2017	CG CAHPS 2015; Respondent's race/ethnicity as American Indian or Alaskan Native	CG CAHPS 2015; Compiled National Results
Explained things clearly	81%	86%	89%	96%
Listened carefully	82%	84%	91%	96%
Showed respect	81%	89%	85%	97%
Spent enough time	74%	80%	85%	96%

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

Customer Experience – Access to Care

Access to Care	2016	2017	CG CAHPS 2015; Respondent's race/ethnicity as American Indian or Alaskan Native	CG CAHPS 2015; Compiled National Results
Urgent appointment as soon as needed	55%	68%	75%	88%
Routine care appointment as soon as needed	63%	69%	94%	93%
Question answered same day - regular office hours	52%	67%	92%	85%

Customer Experience – Customer Service

Helpful, Courteous Office Staff	2016	2017	CG CAHPS 2015; Respondent's race/ethnicity as American Indian or Alaskan Native	CG CAHPS 2015; Compiled National Results
Office Staff Helpful	75%	76%	95%	94%
Office staff courteous & respectful	NA	81%	97%	97%

Patient Experience Survey: Summary

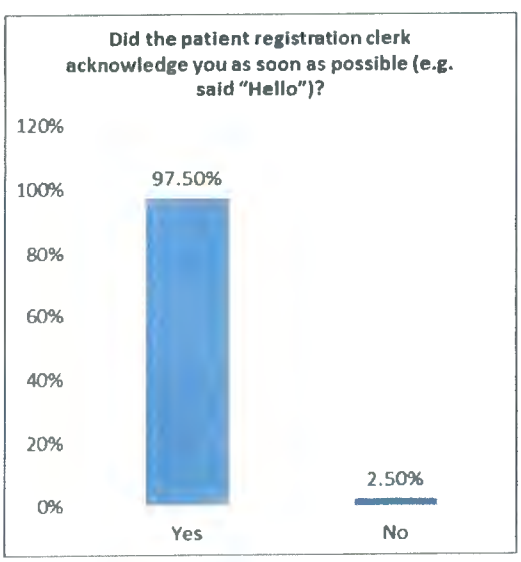
- **Over half of patients** surveyed were able to have questions answered and/or schedule an appointment when needed
- **Over 80% of WIHCC patients** surveyed felt providers "**Always/Usually**":
  - Asked questions in a easy to understand way
  - Explained things in a way that was easy to understand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

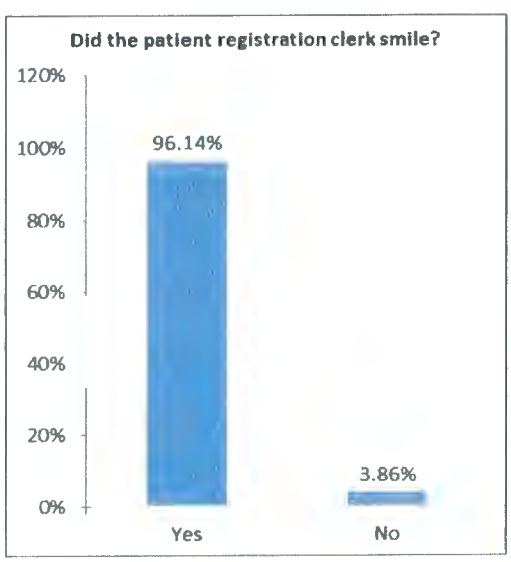
WIHCC

Patient Registration

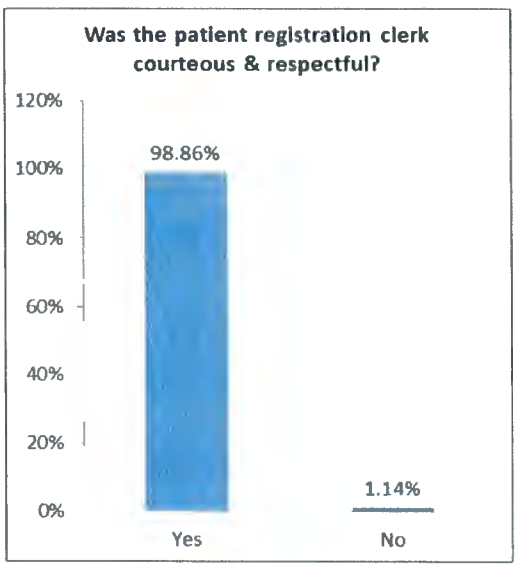
- Consistently have 4-6 windows open for patient registration
- Conducted Patient Registration customer service survey starting in FY 2017
  - Face of facility, dictates start of clinic flow, & start of revenue cycle
- **Overall, <u>the department averaged 9.3 in customer service</u>** on scale of 1-10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

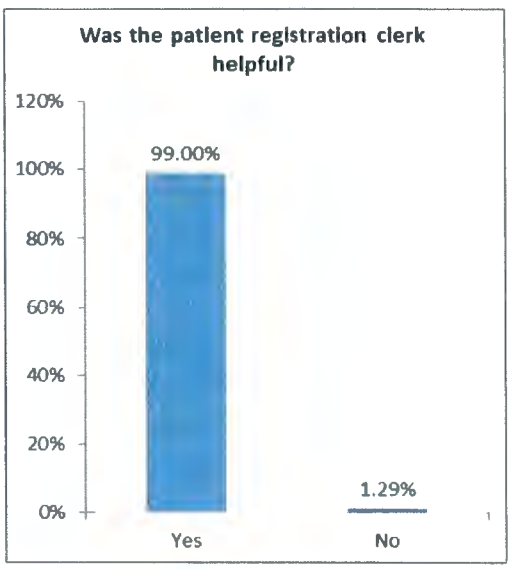
Patient Registration – Customer Service





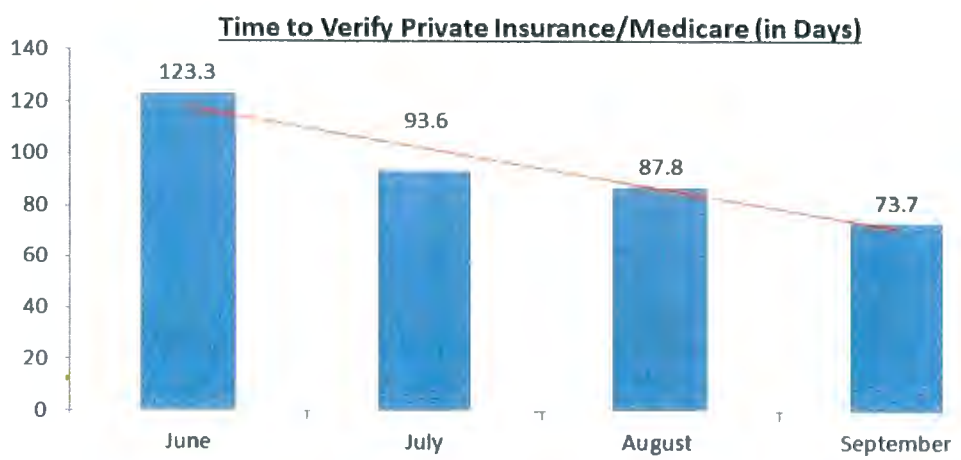
Patient Registration – Customer Service



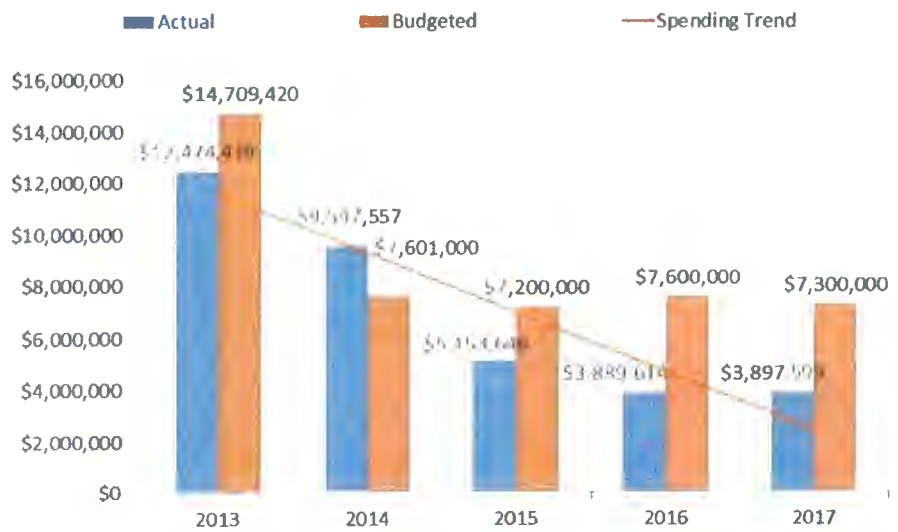


Patient Registration – Private Insurance Verification

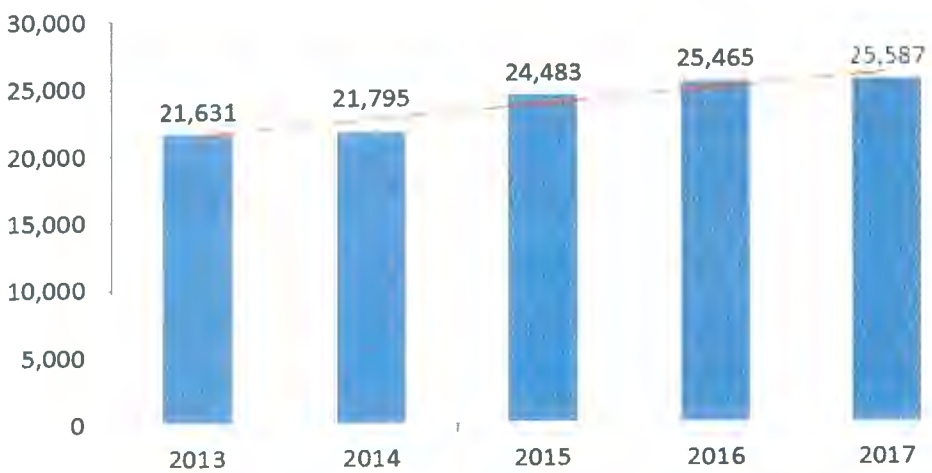
- Delay in verifying insurance & services covered results in delay claim submission/revenue collection → improve verification time



Purchased Referred Care (PRC):
Expenditures versus Budget by Fiscal Year

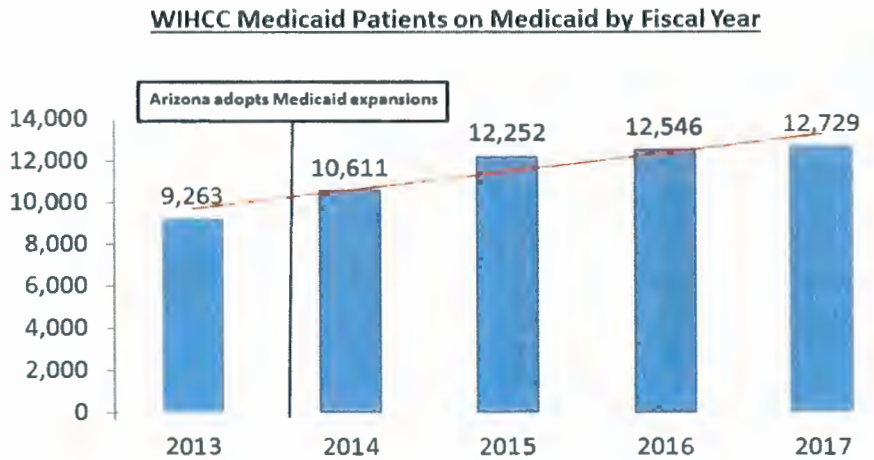


PRC: Referrals by Fiscal Year



WIHCC Medicaid Patients

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



PRC: Indirect Services

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

WIHCC

PRC: WIHCC Contract Spending

	FY 2016		FY 2017	
Facility	Billed Amount	Paid Amount	Billed Amount	Paid Amount
Arizona Oncology Associates	$1,943,023	$136,396	$1,678,594	$136,396
Flagstaff Surgical Associates	---	---	$98,801	$16,918
Flagstaff Bone & Joint	$36,368	$5,740	$479,311	$71,130
Mountain Heart Medical	$42,132	$20,550	$70,140	$40,163
Northern Arizona Urology	$16,040	$3,033	$24,863	$5,803
Total	$2,037,563	$165,720	$2,351,711	$220,829
Contract Cost Savings	**$1,871,843**		**$2,130,882**	

Quality: 2017 AAAHC Survey

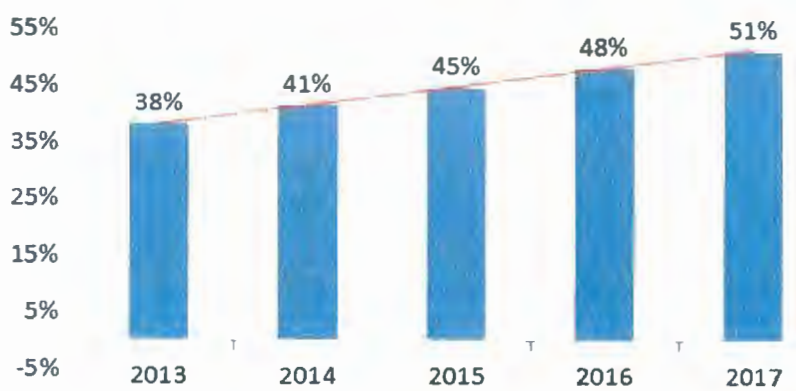
- Successfully completed site survey with our accreditation body, Accreditation Association for Ambulatory Health Care (AAAHC)
  - Over 800 standards reviewed by surveyors
    - WIHCC received Substantially Compliant in over 750 standards
      - 19 partially compliant
      - 3 non-compliant
  - Maintain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

GPRA Measures Met in FY 2017

Measure	2014	2015	2016	2017
Controlled BP (<140/90)	65.3%	65.9%	78.4%	77.2%
Pneumovax (≥65 years)	93.1%	91.2%	91.7%	92%
Influenza (6 mo. to 17 years)		--	Baseline	40.9%
Influenza (≥ 18 years)		--	Baseline	46.4%
Childhood Immunizations	84.8%	83.2%	83.9%	83.2%
Pap Smear Rate (24-64 years)	57.1%	57.2%	58.7%	56.5%
Childhood Weight Control	20.1%	22.4%	20.9%	21.8%
Controlling High Blood Pressure (Million Hearts)	Baseline	58.5%	70.3%	68.2%
Breastfeeding	66.7%	33.3%	41.2%	42.9%

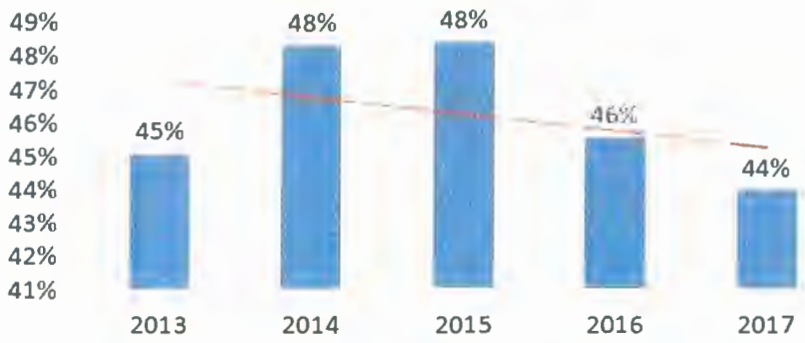
GPRA: Mammograms (52-64 years old)

- National Target: 56.7%
- Navajo Area: **Not Met** (55.4%)
- WIHCC: **Not Met** (51.2%)
- **WIHCC trend is overall improvement**



GPRA: Glycemic Control (A1c < 8)

- National Target: 48.4%
- Navajo Area: **Not Met** (42.7%)
- WIHCC: **Not Met** (44%)
  - **WIHCC is third in Navajo Area**

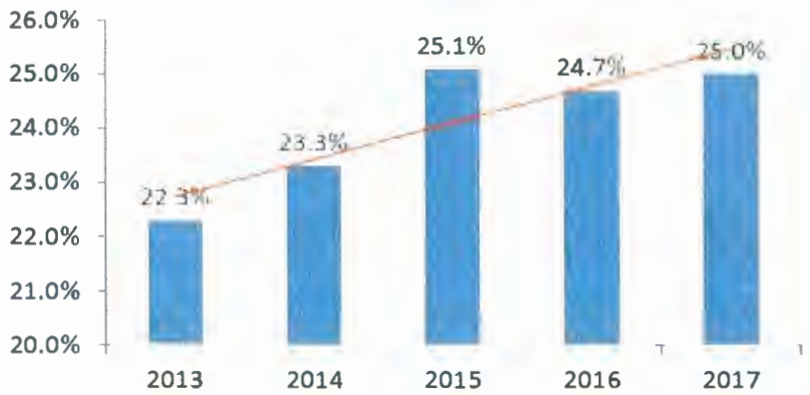


GPRA: Retinopathy Exam

- National Target: 63.1%
- Navajo Area: **Met** (64.9%)
- WIHCC: **Not Met** (56%)

GPRA: Colorectal Cancer Screen (51-80 years old)

- National Target: 40.2%
- Navajo Area: **Met** (40.5%)
- WIHCC: **Not Met** (25%)

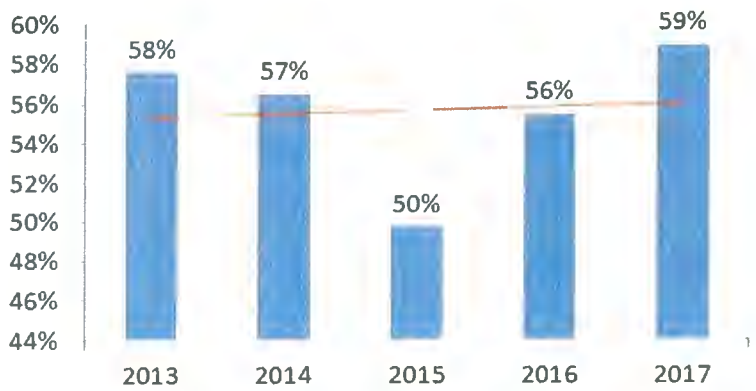


GPRA: Nephropathy Assessed

- National Target: 63.3%
- Navajo Area: **Not Met** (61.9%)
- WIHCC: **Not Met** (44.2%)

GPRA: Depression Screening

- National Target: 70%
- Navajo Area: **Not Met** (62.3%)
- WIHCC: **Not Met** (59%)



GPRA: Changes for FY 2018

- Changes have been made to the GPRA reporting system
  - Outcomes will be compared to User Population rather than Active Clinical population
    - Will include all patients that reside in our communities regardless of whether they were seen at WIHCC service unit or not

→ 2018 may be lower than FY 2017 & unable to compare to previous fiscal years due to new reporting system

WIHCC

Privacy Activities

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

Health Information Management(HIM)

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

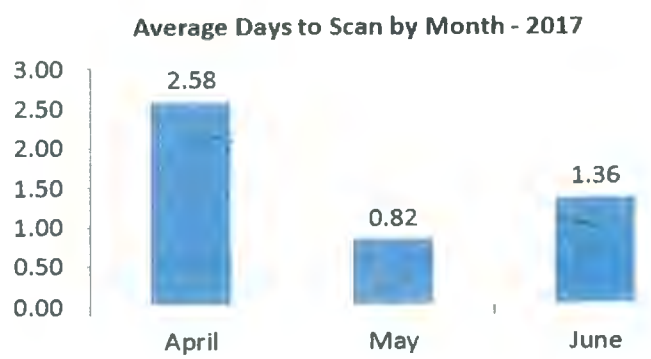
Health Information Management(HIM)

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

Health Information Management(HIM)

The goal for FY 2017 was to decrease the timeframe from when a document is received from an outside facility to when it is entered into WIHCC's Electronic Health Record (EHR) to less than 72 hours.

- **The target of <72 hours was met with an overall department average of 1.38 days**



Risk Management: Internal Audits

Audit	Finding	Resolution
AHCCCS Coordination of Benefits - In rare cases, pts have a third party in addition to AHCCCS (e.g. Medicare/Medicare) - AHCCCS is payer of last resort	- Several pts were identified where AHCCCS bill first - Error rate in collections was <1% with just over 90% of pts with multiple third parties billed correctly	- Erroneous claims were reversed & billing resolved
Credentialing Audit - Important to verify provider staff is qualified to practice	- Several files missing initials/signatures, updated licenses, & DEA verifications	- All issues were resolved & support provided to credentialing coordinator
In house Referral Scheduling - Emergent/urgent referrals need to be schedule within requested timeframe	- Emergent days to schedule (< 7days) : 18 days - Urgent days to schedule (< 30 days): 21 days	- Work with schedulers & providers to prioritize patients with urgent needs

Risk Management: Internal Audits

Audit	Findings	Resolution
Outside Referral Scheduling - Emergent/urgent referrals need to be schedule within requested timeframe	- Emergent days to schedule (< 7days) : 11.42 days - Urgent days to schedule (< 30 days): 16.5 days	- Work with PRC, outside facilities & providers to prioritize patients with urgent needs
Pharmacy AHCCCS Billing - Starting July 2016, all pharmacy AHCCCS claims required National Drug Codes	- All 462 claims reviewed were billed correctly	- No changes; continue to monitor
Podiatry AHCCCS billing - October 2016, AHCCCS allowed payment for podiatry services - Audit to verify documentation supports claims	- 20 visits identified that were not billable due to various reasons (e.g. documentation, billing sequencing, etc.).	- re-educated podiatry staff on importance of proper documentation for quality/care continuity & claim submission - Reverse claim submission

Quality Management Goals for FY 2018

- 2018 patient experience survey
  - Compare to national results & continue in-house trainings
- Improve onboarding of workforce (e.g. training & education)
  - BAA review & HIPAA training
- Improve time to verify Medicare & Private Insurance
- Revise electronic health record charting system to activate patients at all 3 sites
  - Avoid duplicates, errors, etc.
- Improve the timeliness of scheduling both in-house & outside Emergent/Urgent referrals
- Efficient use of PRC funding by operating closer to budget
  - Closeout of purchase orders as soon as possible
- Conduct a facility wide risk assessment to guide audits
  - Audit new process such as pharmacy billing, procurement, etc.

Finance Division Report
Fiscal Year 2017

Finance Division

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

WIHCC

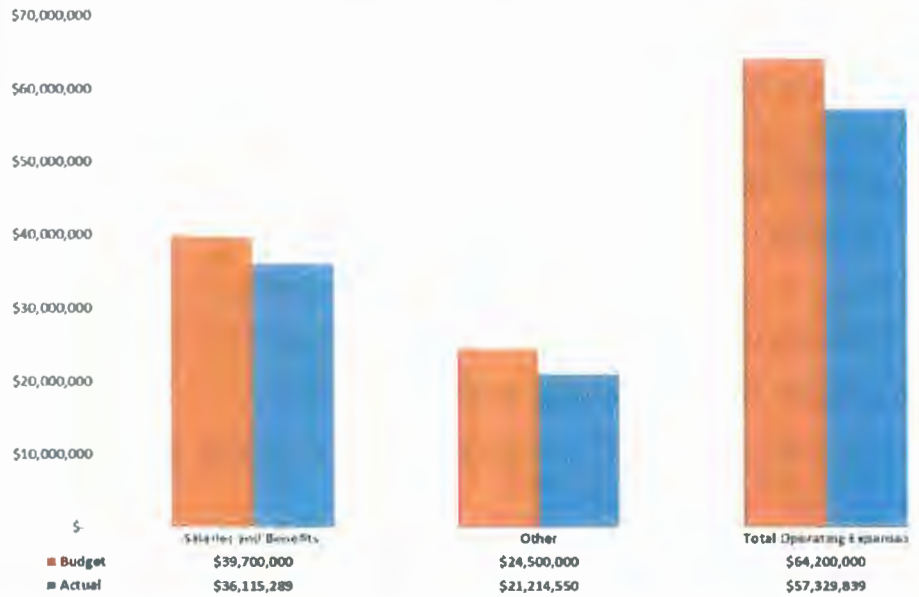
Purpose

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

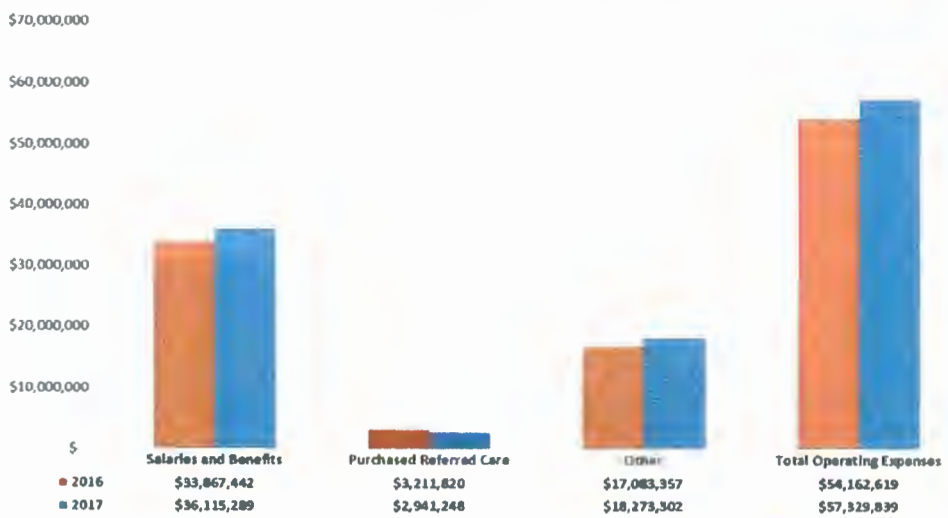
Revenues

- AFA revenue was $37.6 million in FY17. Budgeted amount was $30.5 million.
- 3rd party revenue was $34.3 million which increased by 10% over prior fiscal year. Budgeted amount was $33 million.

Operating Expenses



Actual Operating Expenses Comparison



WIHCC

Facility Constructions

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

General Services

Customer Service is our Priority

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

General Services

MISSION

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

VISION

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

Contracting & Procurement Services

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

Materials Management Services

Provides quality material handling services

- ❖ Receiving, Shipping
- ❖Movement and Storage
- ❖ Control and Protection of Property
- ❖ Disposal
- ❖Inventory Tracking-Physical Inventory for WIHCC was completed.

Receiving Report Log- FY 2017
(dollar value of supplies received)

Oct 2016	**$192,558**	**Apr 2017**	**$143,311**
Nov 2016	**$167,891**	**May 2017**	**$219,218**
Dec 2016	**$162,589**	**June 2017**	**$163,279**
Jan 2017	**$156,239**	**July 2017**	**$210,459**
Feb 2017	**$127,031**	**Aug 2017**	**$168,845**
Mar 2017	**$151,006**	**Sept 2017**	**$249,349**

TOTAL: $ 2,111,775

Fleet Management Services-GSAs, Medical Transports, Mobile Vans

- ❖ GSA Vehicle Reservations- 27 vehicles
- ❖ Vehicle Preventative Maintenance and Repairs
- ❖ Security of GSA Vehicles
- ❖ File Management of Vehicle Records

Non-Emergent Transportation Services

- ❖ Coordination with Non-Emergent Transportation companies for WIHCC patients to outside medical appointments who are enrolled in AHCCC's-American Indian Health Plan.
- ❖ Scheduling of Non-Emergent Transport for our patients is steadily increasing from 989 for 2015 , 1,807 in 2016 and 2,519 for 2017.
- ❖ For the WIHCC Courtesy Vans we have updated our brochures and working with departments to increase our ridership. We will also be featured in the Ya ah teeh Newsletter.

Grants Management Services

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

❖**Update on Grants:**

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

WINSLOW INDIAN HEALTH CARE CENTER
CLINICAL SERVICES DIVISION
FY 2017 ANNUAL REPORT

WIHCC

Clinical Services Division

- **INCLUDES**
  - **MEDICAL CARE**
  - **LABORATORY**
  - **MEDICAL IMAGING**
  - **DENTAL CARE**
  - **BEHAVIORAL HEALTH**
  - **PHARMACY**
  - **OPTOMETRY**
  - **PHYSICAL THERAPY**
  - **EMS (NAVAJO NATION EMTs)**

WIHCC

Regularly Offered Direct Care

Available at All Sites: Winslow, Dilkon, Leupp

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

Available at Winslow Only

- Surgery
- Cardiology
- Optometry
- Podiatry and Wound Care
- Urgent Care - nights/weekends
- Hospital Services (LCMC)
- Medical Imaging / CT
- Laboratory
- Neurology
- Clinical Electrophysiology: EMG/NCV

Contracted Specialty Services On-Site

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

WIHCC

Service Statistics – Fiscal Year 2017

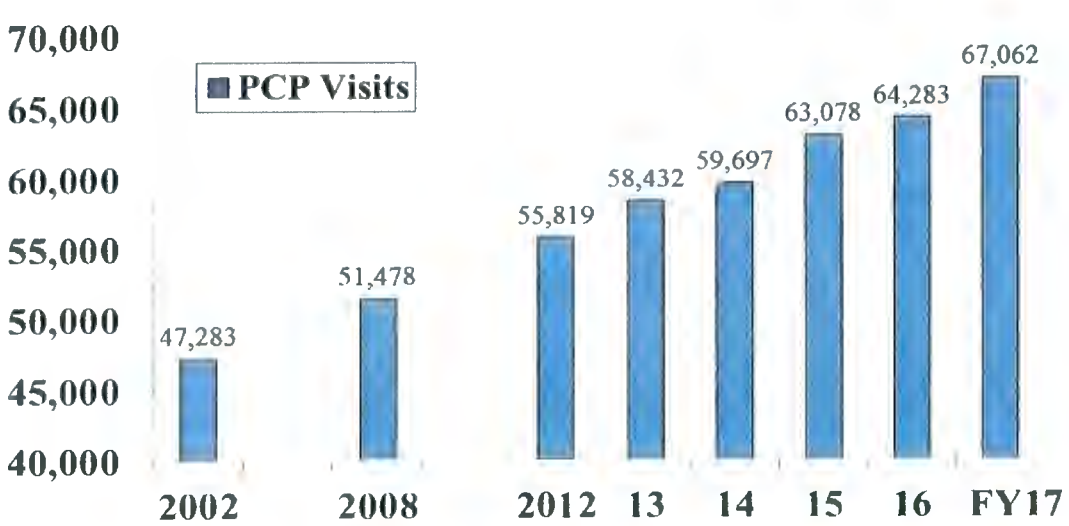
Out-patient services at WIHCC

Med/Surg/Peds Clinics:	53,118
Urgent Care:	13,944
Dental:	15,765
Behavioral Health:	4,316
Optometry:	10,362
Physical Therapy:	5,002
Pharmacy:	60,226
Total	162,326

Medical Provider visits increased 4.3% over FY 16

Out-patient Primary Care
Provider Visits, FY 2002 – 2017

42% Increase since 638



WIHCC

Leading Reasons for Medical Visits Fiscal Year 2017

1. Diabetes, Type II
2. Well Child Care and Immunizations
3. Acute Respiratory Infection
4. Musculoskeletal Pain (other than back pain)
5. Pre-natal Care
6. Low Back Pain
7. Hypertension
8. Urinary Tract Infection
9. Otitis Media
10. Depression
11. Abdominal Pain
12. Asthma

Workload Increase & Redistribution

-- change in Primary Care Provider visits since 2014 opening of Medical Office Building:

- **Total outpatient workload has increased 16%**
- **Visits at *Winslow* site have increased 25%!**
- **Urgent Care visits have increased 10%**
- **Field Clinic visits have *decreased* 17%**

WIHCC

IN-PATIENT SERVICES FY17

WIHCC Physicians: Patients at Little Colorado Medical Center

	#	% Change from FY16
Admissions:	978	⬇ 2.8%
Newborn Deliveries:	119	⬇ 10%
Surgical Procedures/ Endoscopies	492	⬆ 36%

Cardiology Program

- WIHCC is one of few facilities in IHS with full-time cardiologist, allowing patients to access convenient, cost-effective, high quality cardiology services, including state of the art echocardiographic and cardiac stress testing.

Cardiology Program

Total Patient Visits: 2516
Diagnostic Procedures: 861

Complete Echocardiograms	350
Dobutamine Echocardiograms	22
Stress Echocardiograms	67
Treadmill Stress Echocardiograms	21
24 hour Holter Monitors	86
Event Monitors	42
Pacemaker Interrogations	199
Pet Scans (New Service FY17)	74

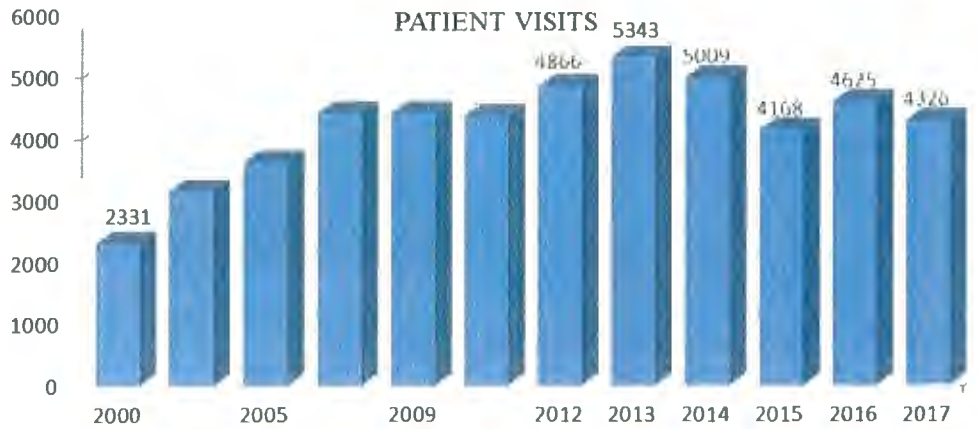
Surgery Program

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

Procedures at LCMC:
- Operative Procedures: 212
  Endoscopies: 280
  Total: 492

- Out-patient visits ⬆ 48%
  and Procedures 36%
  over FY16.

Mental Health Visits 2000 – 2017



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

Dental Program

Mobile Dental Van Programs:

- Sealant Program – completed 900 exams and placed 1912 sealants in 2017
- Head Start Program – 66 children
- Dental Hygiene Program – completed hygiene treatment on 131 students
- NAOMI House – completed treatment on all residents

Periodontal Clinic:

- Implant placement – 95 implants placed in 2017
- Osseous surgery
- Crown lengthening

CEREC Clinic:

- Provides crowns made in-house
- Increases number of patients that receive prosthetics

Ortho Clinic:

- 59 consults in 2017
- 651 patient visits in 2017
- Services provided in Leupp, Dilkon and Winslow

Dental Residency Program

- 7 dental residents completed AEGD
- 2 residents are now attending providers
- 2018-2019 residency class will have 9 resident providers

School Programs

- Leupp
- Dilkon

Winslow Campus of Care

- See patients on Tuesday mornings
- Completed screening of 64 patients at the home and triaged patients based on need

Physical Therapy

- Continue to provide comprehensive physical therapy services in Winslow and Dilkon which include the following specialty services:
  - Electrodiagnostic testing
  - Vestibular rehabilitation
  - Trigger point dry needling
  - Graston Technique
- Brenna Canterbury and Karina Gushue served as clinical instructors to two NAU physical therapy students for 10 weeks.

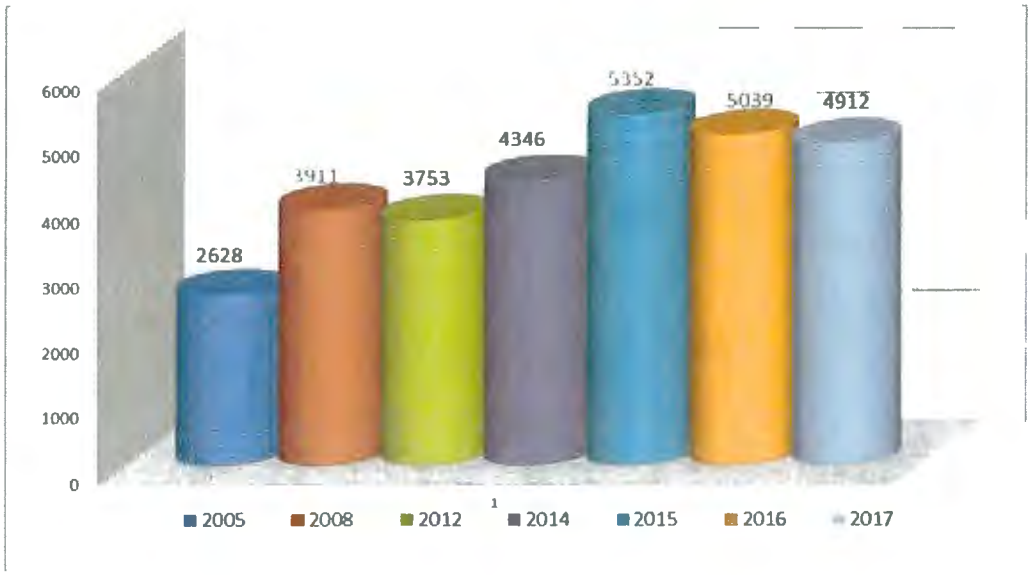
- Jennifer O'Brien became certified in trigger point dry needling and continues to provide clinical electrodiagnostic testing.
- Karina Gushue serves as the lead vestibular rehabilitation therapist.
- Annual body mechanics and postural education/ergonomics training offered to all staff.
- The PT department collectively completed over 150 continuing education hours.
- PT staff participates in journal club, with five journal reviews a year to enhance evidence based practice.

Physical Therapy Staffing

We bid farewell to Michael LaPlante, PT, DSC, ECS in February 2017.

We welcomed Clyde Yellowhair, PT, DPT, CSCS in July. Mr. Yellowhair is a recent graduate of Northern Arizona University and is a certified sports and conditioning specialist. He has been well received and is an asset to the team.

Physical Therapy Visits 2005-2017



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

Chief Reasons for Physical Therapy Visits

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

Laboratory

- WIHCC Laboratory received their 2 year COLA accreditation on December 15, 2017
  - COLA survey is a two days review of laboratory records, employee files and laboratory testing with over 300 standards encompassing all aspects of laboratory, listed below. WIHCC lab received a Laboratory Excellence Award for survey.
- COLA accreditation confirms laboratories meet federal CLIA and state regulatory requirements to perform waived to high complex testing
- COLA standards include:
  - Organization
  - Facility
  - Personnel Qualification
  - Proficiency Testing
  - Laboratory Information System
  - Pre-Analytic (Step before actual patient testing)
  - Analytical (Testing)
  - Maintenance of Testing Equipment
  - Verification of Lab Tests
  - Calibration of Testing Equipment
  - Quality Control of Tests
  - Hematology Testing
  - Coagulation Testing
  - Chemistry Testing
  - Urine Testing
  - Post Analytic (Testing)
  - Quality Assessment
  - Waived Test

COLA
Lab Accreditation Through Education

Laboratory

- WIHCC lab performs a varied menu of tests for 36 providers and provides service to 12 clinics
- MOB the lab specimens are collected at MOB & transported to the main lab, where testing is performed. Regardless of the distance now required for specimen transport, testing is still completed in a timely manner.

Laboratory continues to strive for decrease in test completion (data obtained from RPMS)

Year	TEST	Annual test count	Business hours total test	Business hours average time	After hours test count	After hours average time
2016	Cardiac	967	536	45	421	40
2016	CBC	9666	6991	40	2675	24
2016	CMP	8222	5533	57	1700	31
2017	Cardiac	1014	561	65	453	38
2017	CBC	6526	6593	41	1933	20
2017	CMP	7426	5646	54	1780	31

WIHCC

Laboratory

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

Department	2016	2017
Chemistry	100%	100%
Hematology	100%	100%
Microbiology	100%	100%
Coagulation	100%	100%

Podiatry/Wound Care

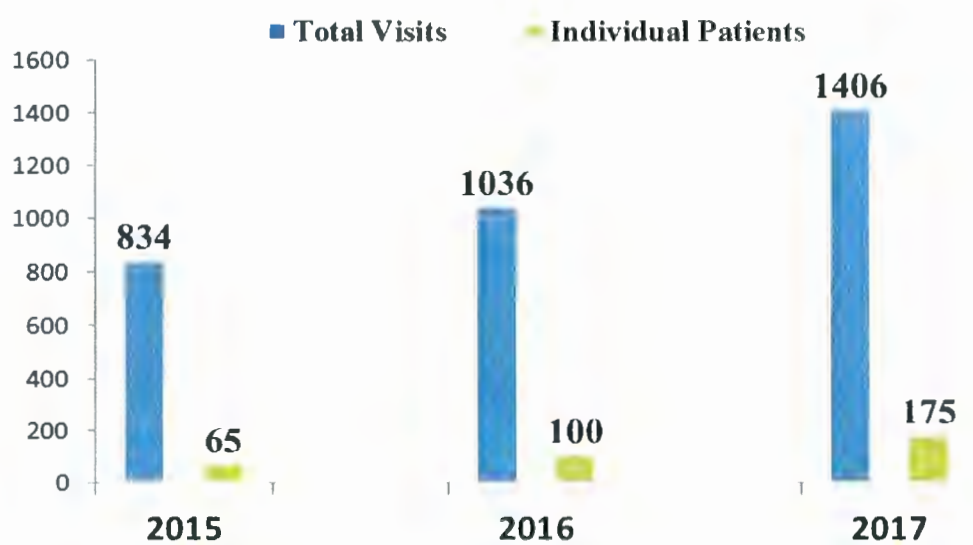
The Team:

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

Critical Need for Wound Care Program

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

Wound Care Clinic Utilization



WIHCC

National wound healing rate

- National Average wound care visits for healing of diabetic ulcerations

11.1 visits

(Zinny,2002)

VS

WIHCC wound healing rate

- WIHCC average wound care visits for healing of diabetic ulcerations

7.0 visits

DM ulcerations *with* Peripheral Vascular Disease

National wound healing rate

- National Average of visits for wound healing rate of DM ulcerations *with* PVD

17.4 visits

(Zinny,2002)

VS

WIHCC wound healing rate

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

29.4 visits

WIHCC

DM ulcerations with Peripheral Vascular Disease

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

Value-Based, Cost-Effective Care

National average

- **Cost of 1400 wound care visits:**
- **$647,558**

VS

WIHCC

- **Expenditures for 1400 wound care visits FY 17:**
- **$573,786**

That's our Mission: Quality, Cost-Effective Health Care

WIHCC

CLINICAL SERVICES DIVISION STAFFING

VACANCY RATES	2008	2012	2015	2016	FY17
MEDICAL PROVIDERS	38%	25%	16%	16%	7%
DENTISTS	16%	0%	0%	0%	25%
LAB TECHS	20%	16%	0%	0%	18%
RADIOLOGY TECHS	50%	20%	33%	20%	20%
PHARMACISTS	33%	0%	18%	0%	9%
PHYSICAL THERAPISTS	25%	0%	0%	0%	0%
OPTOMETRISTS	0%	0%	0%	0%	0%
MENTAL HEALTH	12%	0%	25%	33%	25%

Additional Accomplishments FY17

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

AAAHC Accreditation, including Patient Centered Medical Home

Health Information Exchange: First IHS facility in Arizona advanced enough in Meaningful Use of the electronic health record to join the state Health Information Exchange, promoting better patient care across multiple settings and locations.

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

Challenges

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

Challenges

Facilities – WIHCC still has less than 30% of necessary space according to NAIHS Master Plan and IHS standards (NAIHS avg. = 41%). Design for new facility at Dilkon is now underway!

CMS: MACRA, MIPS, MEANINGFUL USE – Regulation and federal mandates increasingly present obstacles to patient care.

AFFORDABLE CARE ACT – WIHCC fiscal bottom line hugely vulnerable if Medicaid eligibility and reimbursements are rolled back.

Diabetes Program Annual Report for 2017

WIHCC
WINSLOW INDIAN HEALTH CARE CENTER

Indian Health Service
Division of Diabetes Treatment and Prevention

Special Diabetes Program for Indians
FY 2017 Community-Directed Grant Programs

Diabetes Program Staff

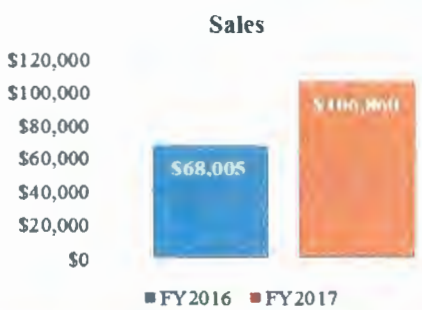
- WIHCC Staff
  - Community Health Nurse
  - Concession Clerk (2)
  - Concession Manager
  - Diabetes Nutrition Technician
  - Fitness Technician
  - Health & Fitness Specialist
  - Lead Concession Clerk
  - License Nurse Practitioner
  - Program Director
  - Supervisory Dietitian
- Personal Contract
  - Breast-feeding consultant
  - DIP assistant
  - License Practical Nurse
- Grant Staff
  - Administrative Assistant
  - Diabetes Clinical Nurse Specialist
  - Diabetes Nutrition Technician
  - Diabetes Perinatal Nurse Educator
  - Fitness Technician (2)
  - Youth Wellness Nurse

Hózhǫ́ógo Iiná Wellness Center

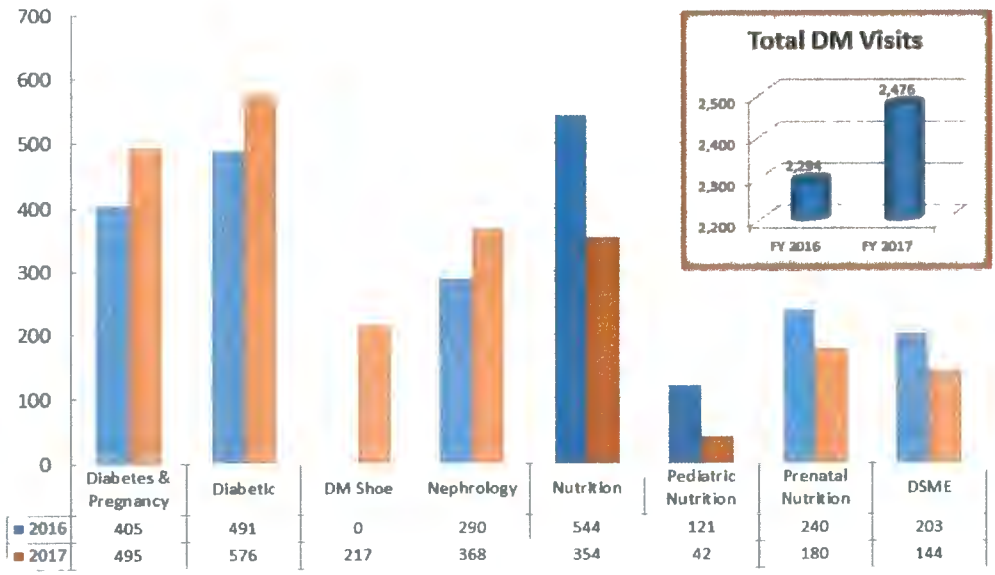
PROGRAMS:

- Concession Stand
- Diabetes Clinic
- Diabetes in Pregnancy
- Health and Fitness
- Nutrition
- Youth Wellness

Hózhǫ́ógo Iiná Concession Stand



DM Program Clinical Visits



	Diabetes & Pregnancy	Diabetic	DM Shoe	Nephrology	Nutrition	Pediatric Nutrition	Prenatal Nutrition	DSME
2016	405	491	0	290	544	121	240	203
2017	495	576	217	368	354	42	180	144

Diabetes
Self-Management Education

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

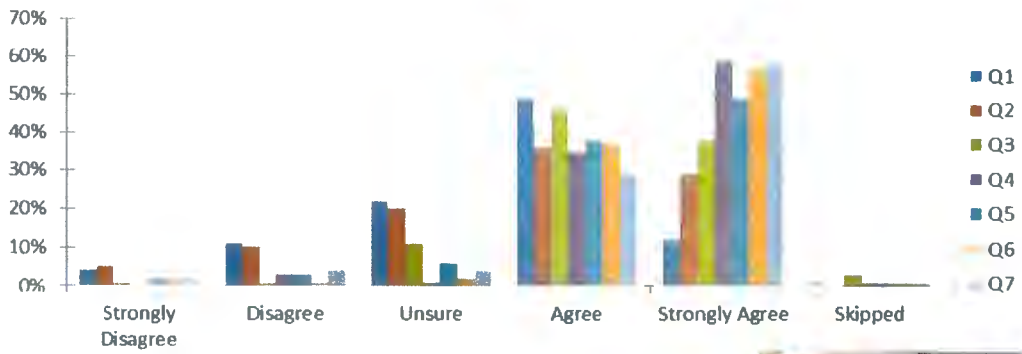
Topics:

- Balancing Blood Sugar
- Diabetes & the Mind Body and Spirit
- Diabe Medicine
- Home Blood Glucose Monitoring
- Healthy Eating
- Moving to Health
- Ta ing Care of Their F et
- Wha t Diabete

Presenters:

- Lita Scott, FNP
- David Sullivan, RN
- Roverta Benally, RN
- Sausha Nells, RN
- Irasema Chee, LNP
- Ryan Brown, Ex
- Nicole Lawrence, RD
- Nora Bia, DNT
- Jenine Blondeau, RDH
- Dana Wilson, Pharm.D.

Diabetes Self-Management Education

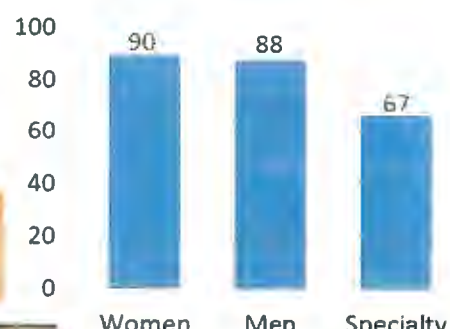


Q1: Usually, my health is good.
Q2: I am sure I can take care of my own health.
Q3: I have a clear understanding of my medication use.
Q4: The Diabetes Team clearly answered my questions today.
Q5: It is important for me to have a follow-up call from the Diabetes Program.
Q6: Today I made a goal or plan to improve my health.
Q7: After today's group visit, I can manage diabetes better.

Diabetes Shoe Clinic

- Total DM Shoes Provided in FY 2017: 245
- Funded by SDPI Grant
  - Shoes
  - Inserts
  - Socks
  - Education

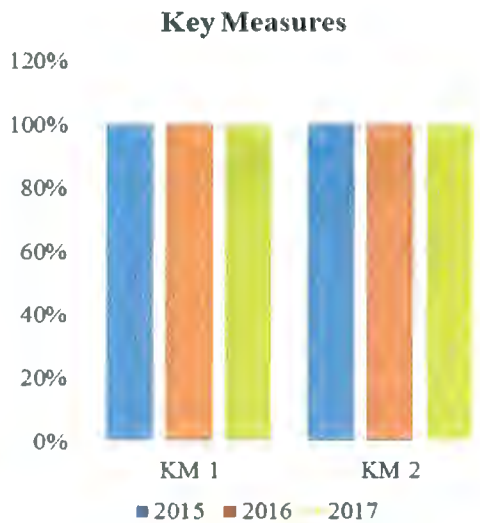
DM Shoes Provide: 245



Diabetes in Pregnancy

Key Measures:

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



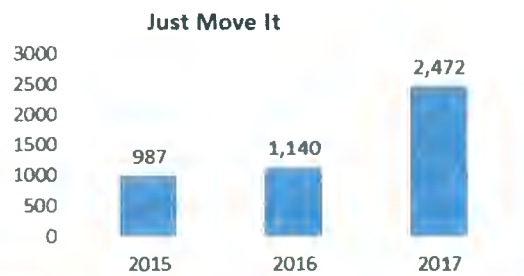
Breastfeeding

	2017
2017 Deliveries of WIHCC Patients	189
Women who initiated Breastfeeding	163
Percentage of Women Who Initiated Breastfeeding	86.2%
Deliveries at LCMC	133
Breastfeeding Peer Counselor Visits at LCMC	124
Percentage of Women visited	93.2%
Breastfeeding Education & Support Encounters	596

Health and Fitness

Community Fitness

- Just Move It

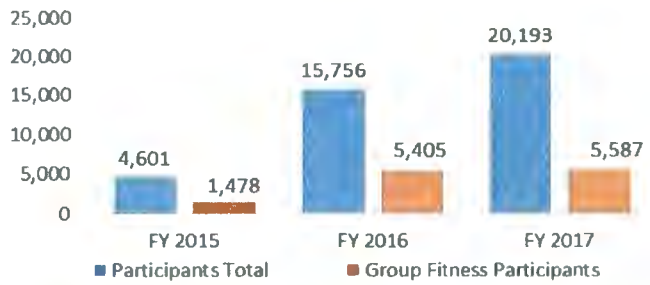


- Turkey Trot
  - Total Participants: 310
- Community Events
  - Spread the Love Zumba
  - Employee JMI
  - Zumba Glow

Health and Fitness

Health and Fitness

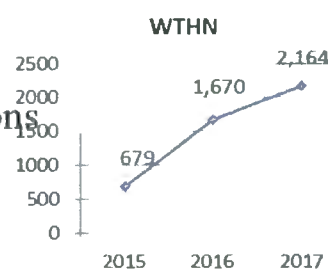
- Group Fitness
  - TRX
  - Butts and Guts
  - Interval Jump Rope
  - Step HITT
  - Chair
  - Cardio Kick
  - Cardio Toning
  - Chair Yoga
  - Functional Training
  - Mom's in Motion
  - Step Tae Kwon Do
  - Yoga
  - Zumba
  - Zumba Toning



Youth Fitness Programs

Fitness Fun in the Sun
- 2017 – 10 participants

Walking Together for Healthier Nations
- 2015 – 679
- 2016 – 1,670
- 2017 – 2,164



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

Youth Basketball Camp
- New in 2017
- 37 total participants

Zumba for Kids

Youth Fitness Programs

Nutrition

Supervisory Dietician

- Provides one-on-one Nutrition consultations.
- Provides group nutrition education.
- Supervises:
  - 2 Diabetes Nutrition Techs
  - 4 Concession Staff
- Team Leader- Pediatric Obesity Wellness task force

Diabetes Nutrition Tech's

- Coordinate wellness activities
  - Fitness Fun in the Sun
  - Fit Families Club
  - Mom's in Motion instruction
- Food demonstrations.
- Provide one-on-one and group Nutrition consultations.
- Nutrition Appointment Scheduling

Healthy Living Bingo & DM Bingo

- Teesto Senior Center
- Tolani Lake Senior Center
- Winslow Manor
- WIHCC – during Diabetes Clinic and Maternal Child Health Clinic0

Youth Wellness

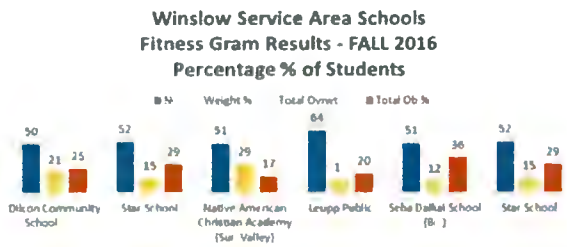
WIHCC

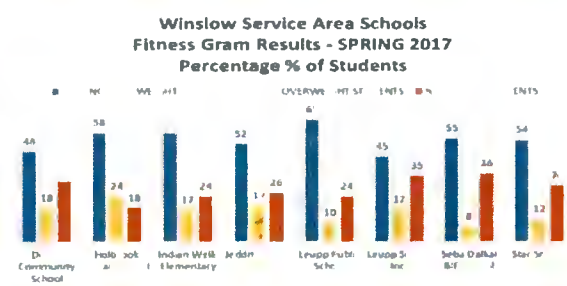
Healthy Lifestyle Choices

"Helping our youth embrace wellness for positive futures"

HOZHOOGO IINÁ YOUTH WELLNESS PROGRAM

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





Youth Wellness

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

Diabetes SDPI Grant Award

Yearly – 1998-2017
Received to date
$8,260,883.00

Diabetes Appointment System

I.H.S. Standards of Care

Collaborative Relationships

- Community/Chapter Programs
- Internal Departments/Programs
- Tribal Programs
- AADE Advisory Group
- AZ Dept. Health Services
- SEARCH
- AZ Kidney Foundation

WIHCC Diabetes Patient Centered Medical Home Care System

Quality Improvement

- DM AUDIT
- WIHCC-GPRA
- I-Care

DM Prevention Systems

- Parent & Offspring Ed
- Obesity and Diabetes
- Prevention Education
- Physical Activity Programs

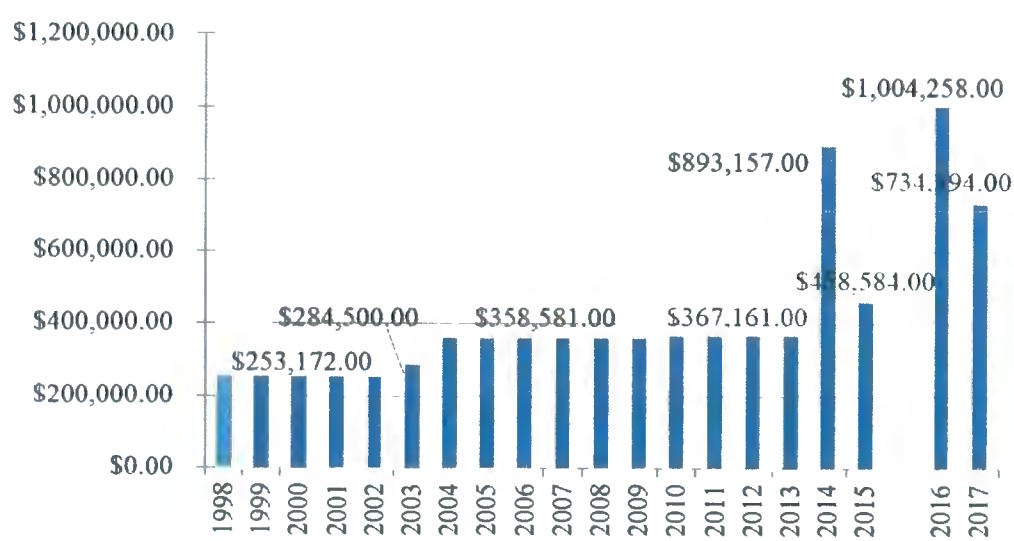
DM Treatment

- Community Health Nurse
- DM Clinics
- DM Shoe Clinic
- DM in Pregnancy
- DSME
- Nephrology Clinic
- Nutrition Services
- Wellness Center
- Youth Wellness Program

Diabetes Registry

- New DM Patient identification
- Case Management
- DM Audit Data
- Renal Registry
- Scott Registry
- DM Outpatient Registry System

SDPI Funding



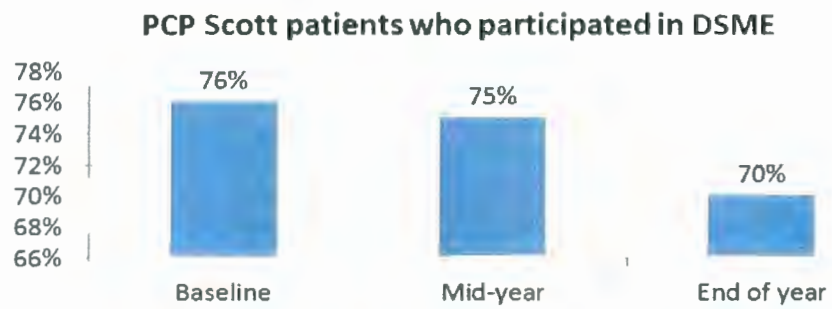
Best Practice for FY 2017

Diabetes-related Education

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

Best Practice Results

- Of the selected target population there was a 5% decrease from baseline of 75% at the beginning of the year to 70% by the end of 2017.



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

SDPI Grant Responsibilities

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

WIHCC SDPI Grant

Programs under SDPI Grant:
- Diabetes in Pregnancy
- Diabetes Shoe
- Diabetes Self-Management Education
- Health & Fitness
- Youth Wellness

Staff under SDPI Grant:
- Administrative Assistant
- Diabetes Clinical Nurse Specialist
- Diabetes Nutrition Technician
- Diabetes Perinatal Nurse Educator
- Fitness Technician (2)
- Youth Wellness Nurse

Contracts under SDPI Grant:
- Black Belt Academy
- DIP Assistant
- License Practical Nurse

SDPI Poster Presentations at:
- 2017 NIHB Public Health Summit
- 2017 Diabetes in Indian Country Conference
- Board of Directors
- Management Team

Participation of the entire WIHCC staff and administration promotes our success.

Hózhǫ́ógo Iiná
Wellness Program Staff

Ahéhee'

Rev sed 03.09.18 JMG

2017- Annual Facility Management Report

Maintenance
Security
Engineering
Bio-Medical (by service contract)
Telephone – special systems

Facilities Management: Security

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

Facilities Management: Security

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

Facilities Management: Completed Projects

Helipad – **Dilkon Campus**

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

WIHCC

Facilities Management: Completed Projects

I.T. Shed – **Dilkon Campus**

- Relocated from the repeater tower site in Birdsprings,
- Shed was set on a slab foundation next to the Dilkon campus tower.
- Has electricity and on generator
- It will be utilized as the I.T. Room for the campus as it grows

Facilities Management: Completed Projects

Drainage Improvements - **Dilkon Campus**

WIHCC

Facilities Management: Completed Projects

Drainage Improvements - **Winslow Campus**

Facilities Management: Completed Projects

Clinic Flooring Replacement - **Dilkon Campus**

Facilities Management: Completed Projects

Walking Trail Upgrade – **Winslow Campus**

Facilities Management: Completed Projects

Dental Floor Rehab – **Winslow Campus**

WIHCC

Facilities Management: Completed Projects

Backflow Preventers Installed - **Dilkon Campus**

Facilities Management: Completed Projects

Handrail Installation at MOB – **Winslow Campus**

Facilities Management: Completed Projects

Concrete work - **Winslow Campus**

Facilities Management: Completed Projects

Wellness Floor Renovations – **Winslow Campus**

Facilities Management: Completed Projects

Floor Renovations – **Leupp Medical Records**

Facilities Management: Completed Projects

New HVAC unit – **Physical Therapy, Safeway Plaza**

Facilities Management: Completed Projects

Hogan Renovation – **Winslow Campus**

Facilities Management: In-Progress Projects

- Winslow Campus:
  - New Modular Dental Building – Spring 2018
  - Walking Trail Upgrade – February 2018
  - WI-4 Annex Roofing – Summer 2018
- Dilkon Campus:
  - DHC Project – Design – Winter 2018
- Leupp Campus:
  - Helipad – Summer 2018

WIHCC

Facilities Management: Training 2017

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

Health Promotion Disease Prevention

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

Health Promotion Disease Prevention Department (HPDP)

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

HPDP Services

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

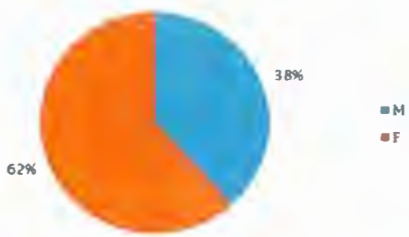
FY 2017 Annual Report

FY 2017 Total Gender by Quarter

Total Gender 12,972

- There was a 100 Mile Club for WIHCC employees and community members, incentives were provided to those who participated.
- HPDP hosted Community Run/walks throughout WIHCC Service Area:
  - Holiday Break Time Challenge – Pedometer – December 2016
  - Half/Full Marathon Bird Springs to Leupp, AZ – January 2017
  - Red Ribbon 5K Walk/Run – October 2017 (3 sites and coordinated with Dilkon NHA Office)
  - Wellness Conference Early Dawn Run/Walk – June 2017
  - National Running Day event in Teesto – June 2017
  - Southwest Fair Run/Walk – September 2017
    - Wellness Day fun walks – Monthly
    - Suicide Awareness and Prevention Walk

FY 2017 Gender

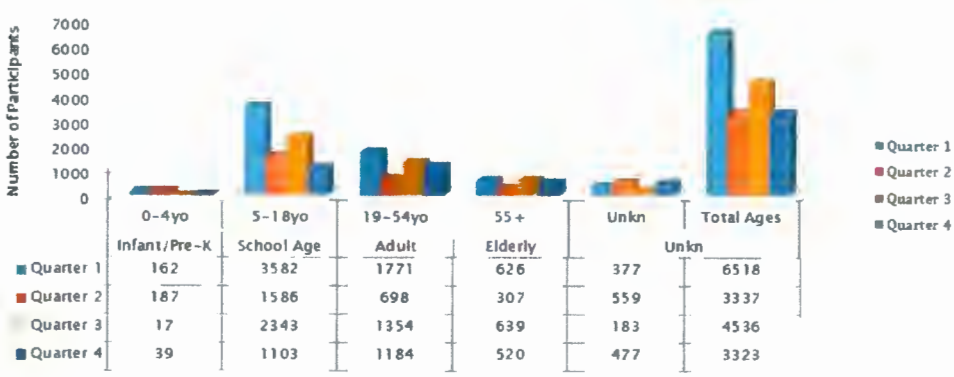


FY 2017 Age Group

HPDP hosted/cohosted:

- Elder Day at six Senior Centers in WIHCC Service Area.
- Co-hosted with several schools for community event – Drums of Summer.
- Community Health Fairs were coordinated with Chapters Houses, Senior Centers, various worksites, and schools.
- Conducted School Health Fairs in seven schools.
- Community Group Fitness was conducted and coordinated with Navajo Nation Special Diabetes Program of Dilkon, Whitecone Multi-media Center, and all seven Senior Centers in WIHCC Service Area. (Example: Chair Exercise)
- Coordinated and hosted the Southwest Fair events; Elder Day, Health Education Exhibit, and the 10K Half Marathon Run.
- Community Outreach Events:
  - Navajo Nation Dilkon Police Department – NN Police Hero Run – June 2017.
  - NCF Event (Health Fair) with Navajo Nation Delegates Office
  - Ranch Camp Health Fair at Leupp Public School - September 2017

FY 2017 Total by Age Group

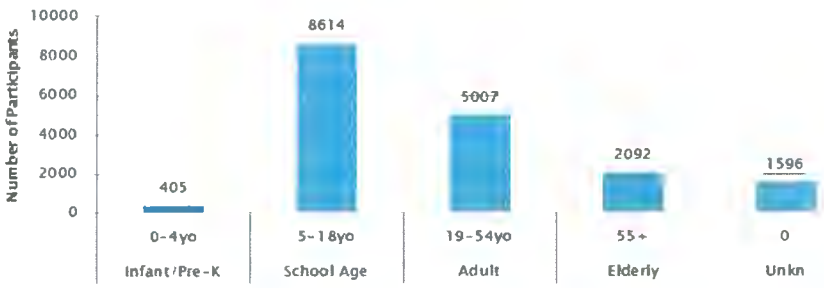


	Infant/Pre-K	School Age	Adult	Elderly	Unkn	Unkn
Quarter 1	162	3582	1771	626	377	6518
Quarter 2	187	1586	698	307	559	3337
Quarter 3	17	2343	1354	639	183	4536
Quarter 4	39	1103	1184	520	477	3323

Total Served 17,714

- Gardening Project in Whitecone Chapter, Jeddito Public School, Bird Springs Chapter, Dilkon Chapter, Dilkon NHA residents, combined with the Navajo Star Constellation Story was told by Dale Gonnie. Other education conducted by Ashley John.
- Culture Nights were cohosted with five schools; Dilkon Community School, Seba Dalkai School, Jeddito Public School, Little Singer School, and Leupp School Inc. during the winter season. Presenters talked about Winter Stories from the Navajo Culture.
- In February 2017 HPDP hosted a Navajo Shoe Game at North Hogan on WIHCC campus.
- Story Telling was cohosted at two schools; Seba Dalkai School and Dilkon Community School. Mr. Tsosie presented verbal storytelling to students, staff, and community members at the following schools.
- During the month of November Native American Indian recognition and celebration activities were conducted for WIHCC employees: Jewelry Day, Moccasin Day, Hair Bun Day, Traditional attire Day, etc.

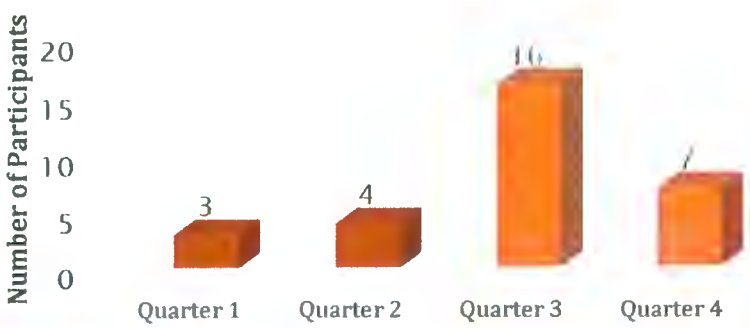
FY 2017 Grand Total by Age Group



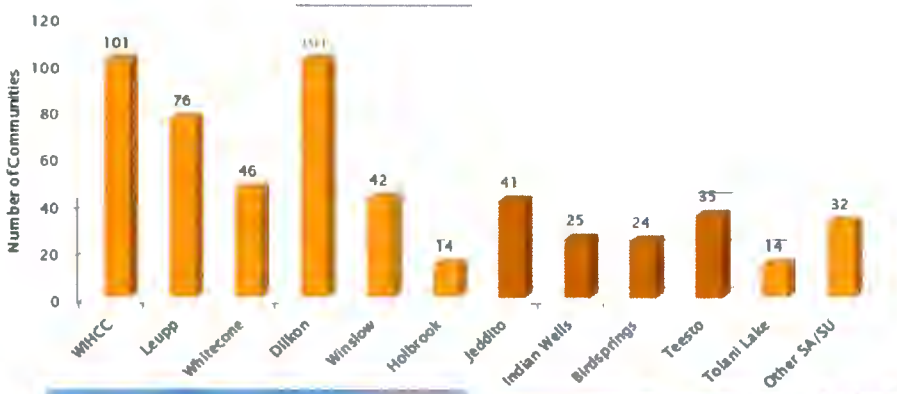
Total Served 17,714

- Wellness Conference and Youth Wellness Conference Meetings were held monthly to plan, coordinate and conduct the conference.
- HPDP Teams: North Team collaborated and implemented several community events in the WIHCC Service Area (e.g. Easter Egg Hunt, Intergenerational Conference,
- 30 WIHCC staff participated in the Pat Tillman Run in Tempe AZ on April 22, 2017. HPDP Teams paid ¼ of the fee and EAC Committee paid the other ¼ of the fee, WIHCC staff individually paid for half of their fee.
- Wellness Behavior Assessments were completed at three schools; STAR School, Leupp Public School, and Seba Dalkai School.
- Three sessions of Life Skills educations were provided at Holbrook SDA School, including the Navajo Wellness Model – Healthy Aging Model.
- Two months (June to August 2017) the Navajo Wellness Model was taught at the Dilkon NHA Office for staff/tenants.

FY 2017 Total Veterans Served



Total Veterans Served 30



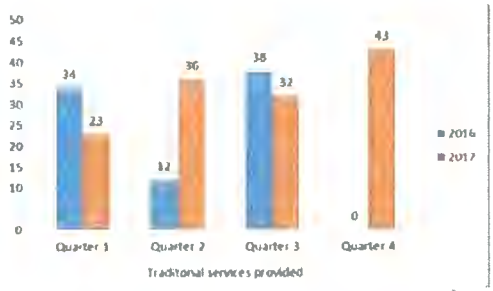
Total Number of Communities 551

Navajo Traditional Medicine Services

- Complimentary Services:
  - Prayer/Protection Prayer
  - Ceremony Recommendations
  - Tobacco Smoke Purification
  - Herbal Recommendations
  - Navajo Sweat Lodge/House

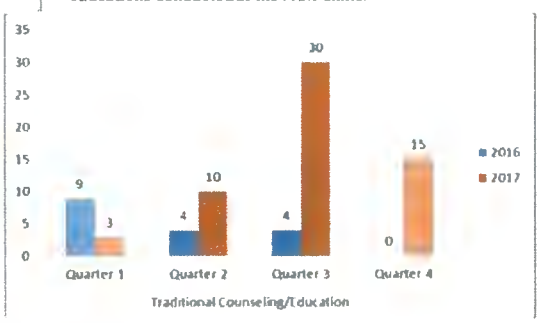
- Self Referrals & Referrals from WIHCC Health Care Providers
- Winslow facility location only

Traditional Medicine Services



- Monthly Men and Women Sweat Lodge Ceremonies were conducted by Mr. Thomas Yazzie and Mary Rose Tso.
- Monthly Lunch and Learn was held for staff and community at the WIHCC MOB Conference Room.
- Bi-weekly Maternal Child Health Traditional Cultural Enrichment educations conducted at the MCH Clinic.

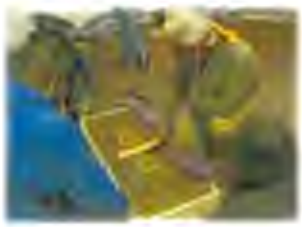
FY 2017 Number of appointments made: 165
Actual services provided: 134
Average rate of appointments meant: 82%



Massage Therapy Services

- Full Body Massage
- Chair Massage
- Prenatal Massage
- Services are located at Winslow facility, Dilkon, and Leupp sub-facility Clinics.

Massage Therapy

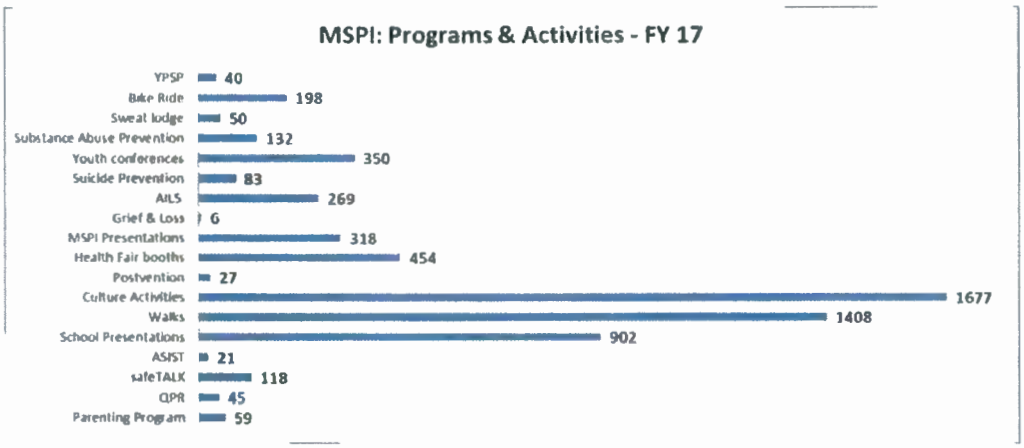


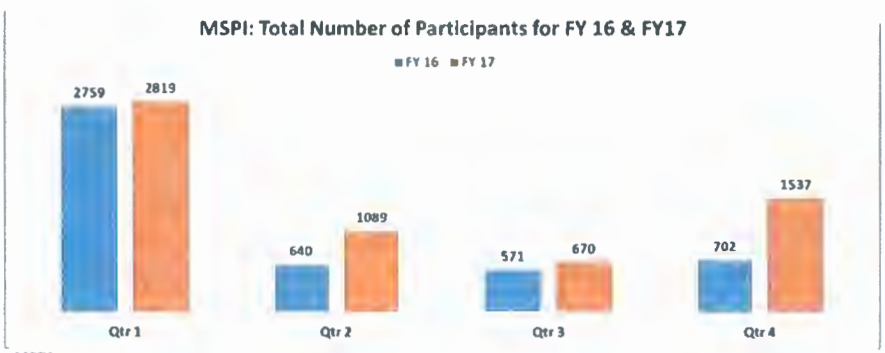
Methamphetamine Suicide Prevention Initiative

- Applied Suicide Intervention Skills (ASIST)
- Question Persuade Refer (QPR)
- Fatherhood and Motherhood is Sacred
- American Indian Life Skills (AILS)
- Meth 360
- safeTALK
- Grief and Loss:
  - A workshop for adults
  - Support groups for Students

- Sweat Lodge
- Navajo Culture and Language Classes
- Cultural Activities
- Prevention Awareness
- Walks/Runs and Health Fairs
- Navajo Cooking Classes
- Culture Night
- Youth Conference

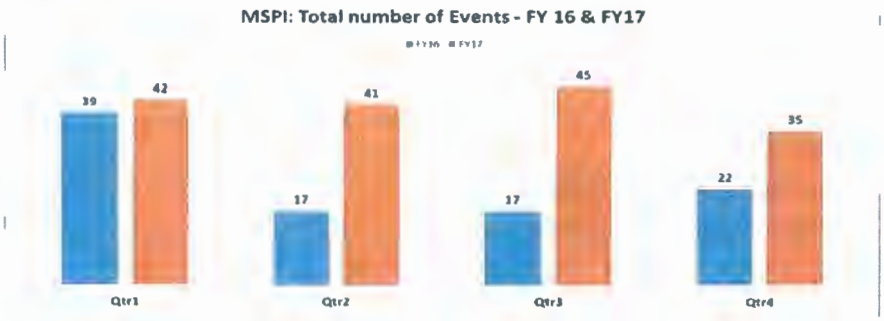
Methamphetamine Suicide Prevention Initiative

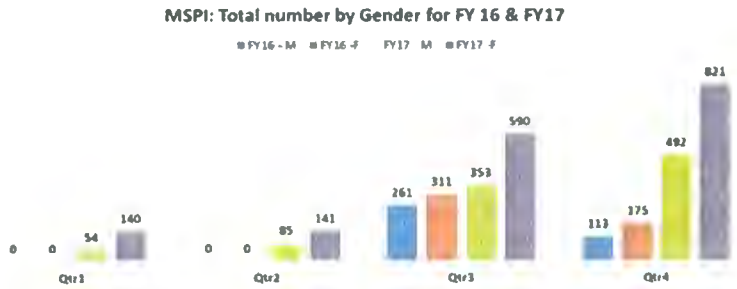


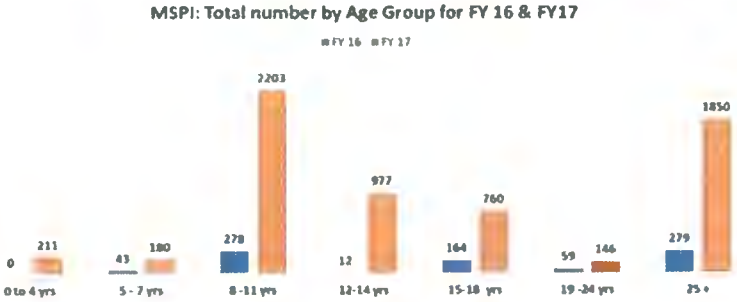


MSPI:

- Youth Peer Support Program was implemented by the MSPI Staff in August 2017 at the Winslow Residential Hall students.
- Implement evidenced-based approaches to build resiliency, promote positive development and increase self-sufficiency behaviors among Native youth.







MSPI:

- Promotes Family Engagement.
- Increase access to prevention activities for youth to prevent substance abuse that contribute to suicidal behaviors in culturally appropriate ways

Annual Wellness Conference

Hosted by HPDP and the 25th Annual Wellness Conference Planning Committee

WIHCC

The 25th Annual Wellness Conference and Youth Wellness Conference

June 13th at Jeddito Public School

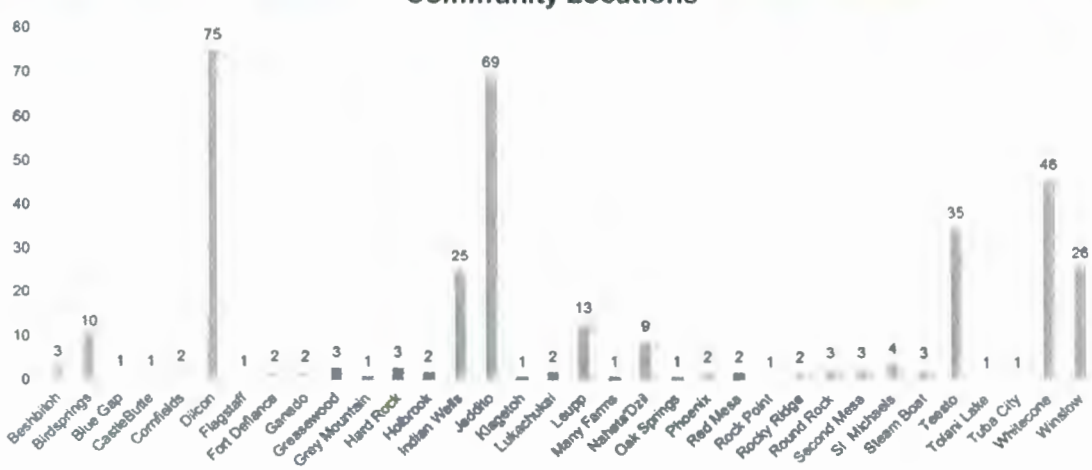
June 20th at Dilkon Community School

Ádaa Hą́ą́h Hasin Bee Hózhǫǫgo Iiná:
Know Your Limits, Stability, and Reflection Through the Beauty Way of Life

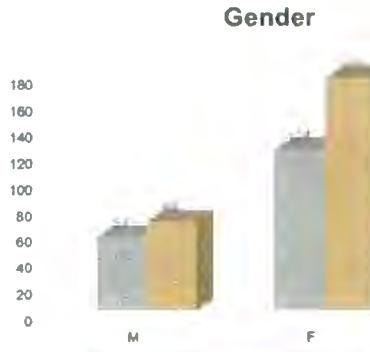
Services provided:

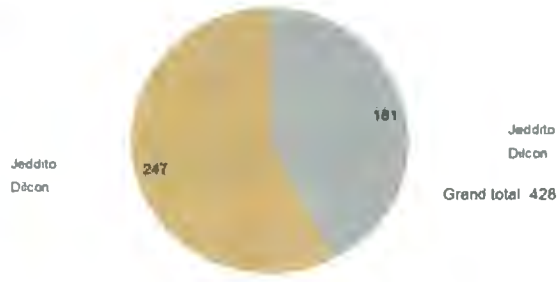
6 Presenters
1 Entertainer
15-17 Health Education Booths
Massage Therapy
26-30 WIHCC helpers
Early Dawn Run/Walk at 6 am MST
Just Move It!
Men/Women Sweat Lodge

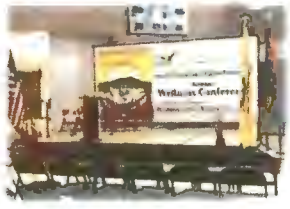
Community Locations

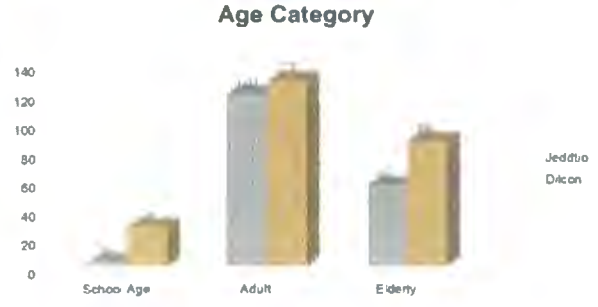


Overall Conference Demographics

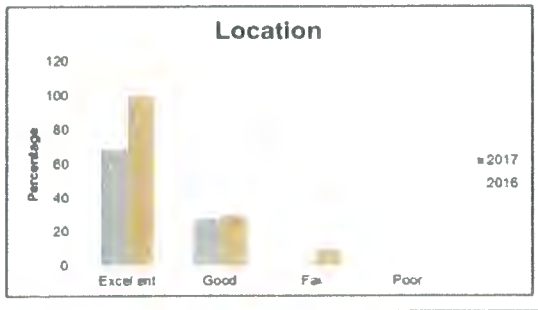








Overall Conference Evaluation:



12th Annual Hózhǫǫgo Iiná Youth Wellness Conference

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

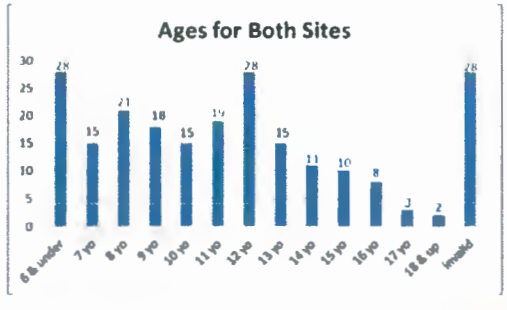
The goals of the Hózhǫǫgo Iiná Youth Wellness Conference is to create an environment of healthy lifestyles braided with harmonious relationships.

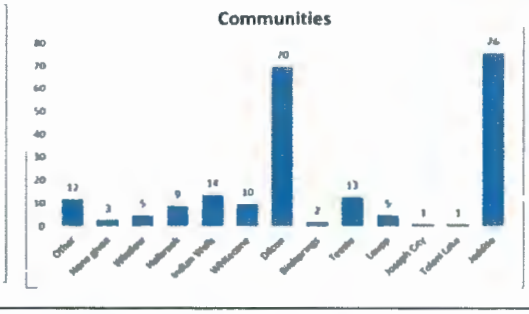
The Hózhǫǫgo Iiná Youth Wellness Conference will incorporate the Navajo Wellness Model and the healthy lifestyles that accompany it.

The objective is to promote healthy lifestyles through:

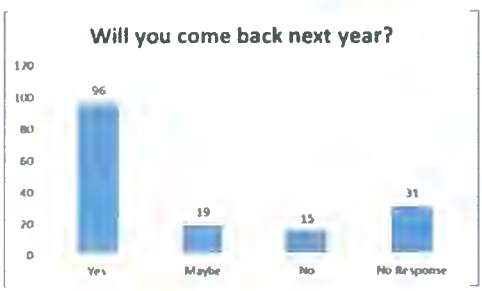
- Physical activity
- Knowledge of nutrition
- Knowledge of culture, language, and kinship
- Experience hands-on traditional crafts
- Fun and engaging sessions

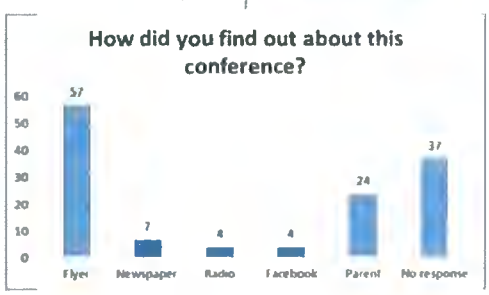
Overall Conference Demographics





Overall Conference Evaluation





FY 2018 Overview


26th Annual
Wellness Conference
AND
13th Annual Youth
Wellness Conference
SAVE THE DATE
June 12, 2018
June 19, 2018
Think and Have Concern for Yourself
Through the Beauty Way of Life

WIHCC | WINSLOW INDIAN HEALTH CARE CENTER

Safety Program & Emergency Preparedness

Win dian Health Car C r
Divi ion of Com munity H alth ervic
Lavern Bi ly fet Officer & Emergency Preparedness
C lyn Belone ul ts Lhmerm

Program Overview

- Worker Injury/Incident Reporting
  - WebCident
  - CopperPoint – Loss Control Consultant
- Safety Training
- Environmental Rounds
- Security Vulnerability Assessment
- Hazardous Material Handling & Communication
- Emergency Preparedness

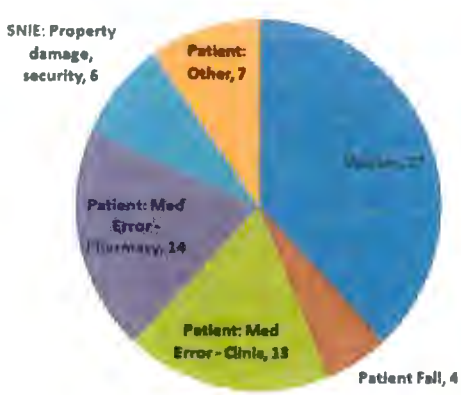
Injury/Incident Reporting

WEBCIDENT

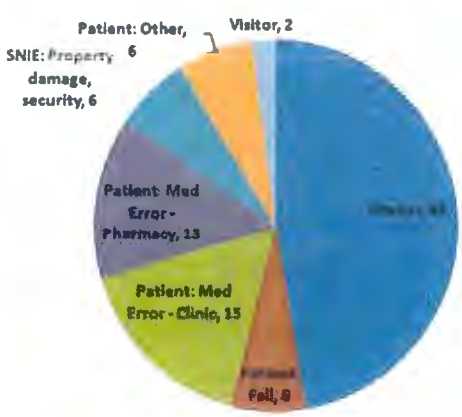
- All employee, patient, and visitor incidents are documented and investigations are conducted
- Hazardous and unsafe practices are addressed
- Medication errors are monitored
- Security/Near Misses/Property & GSA Damages are reported
- Training needs are identified through these reports

Injury/Incident Reporting Comparison to FY 2016

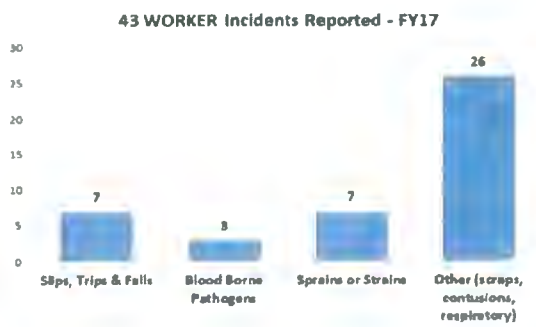
71 Incidents Reported – FY2016



91 Incidents Reported – FY2017



Injury/Incident Report – **WORKER** Incidents FY17



CopperPoint Loss Control Action Plan – FY 17

A Loss Control Action Plan (Oct 2016 to Sept 2017) has satisfactorily been completed, including:

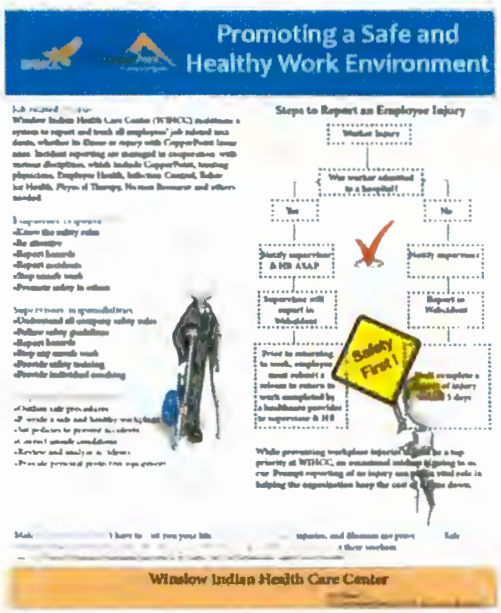
- Departmental training that resulted in claims generally being filed more timely with CopperPoint Workmen's Compensation
- Physical campus walking surface repairs; and
- Retraining staff of potential injuries from Slips, Trips & Falls

A change in our Loss Control Consultant and a policy renewal survey redirected our focus to review our Facilities safety policies on Fall Protection, Confined Spaces, Lock out/Tag out, and Fleet Safety.

CopperPoint Loss Control

CopperPoint Insurance Company has been working with WIHCC on Workmen's Compensation Claims. This relationship includes consultation to focus on reducing:

- The number of worker injures
- The number of days from accident/injury to report date (days)
- Our E-Mod (Experience Modifier)



OSHA 300A – FY17

The Occupational Safety & Health Administration Form 300A (Record Keeping Rule, 29 CFR 1904.35) is completed and filed with US Department of Labor – Bureau of Labor Statistics every year (*Survey of Occupational Injuries & Illnesses).*

Inclusions: Days away from Work, Restricted Work or Transfer to another Job, Loss of Consciousness or Medical Treatment beyond 1st aid.

FY17- 4 Recordable Incidents

Days away from Work:	Blood-borne Pathogen Exposure:
3 cases with 8 days	3

WIHCC

Safety Training

- **New Employee Safety Orientation & Annual Mandatory Trainings on Safety**
- **Fire Extinguisher Training** (hands on)
- **Safety & Injury Prevention Education** – community functions & internal staff in-service
- **Workplace Violence Presentation** by CopperPoint Loss Control Consultant
- **Body Mechanics Presentation** by Physical Therapy Dept.
- **Stericycle DOT Training** (on-line) with EVS & F/M staff

Environmental Rounds

- Identify hazards & unsafe work practices; infection control
- Evaluate work area safety management programs
- Evaluate training & employee knowledge of safety & infection control
- Ensure a safe & sanitary environment
- Evaluate equipment & grounds for safety

Environmental Rounds – Frequent Findings

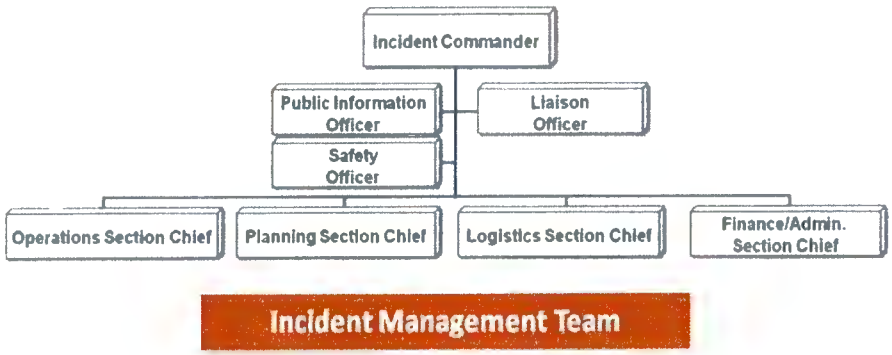
- The most frequent findings:
  - Maintenance Issues
  - Housekeeping
  - Storage of old/discarded furniture & equipment
  - Egress Clearance (emergency exits cannot be blocked)

Hazard Communication

The basic goal of the standard is to communicate hazards in the workplace – to ensure that as an employer, our employees know about work hazards and know how to protect themselves.

- Our on-line chemical inventory is updated with the most current Safety Data Sheets
- Departments with higher inventory of chemicals have been supplied with their own software licenses to maintain their own inventory and secondary labels
- Our on-line system currently has 1,030 Safety Data sheets uploaded

Emergency Preparedness



Emergency Preparedness

- Homeland Security Exercise/Evaluation December 6-7, 2016
- Code Green – Med Surge w/ UCC TTX February 14, 2017
- CDP Tribal Nations Week March 19-25, 2017
- Code Silver Training for staff July – September, 2017
- Winslow Campus of Care TTX August 22, 2017
- Winslow Campus of Care FSE September 19, 2017



Planned Work – Safety & Emergency Preparedness – FY17

WIHCC Safety & Infection Control Committee is continuing to work on:

- Emergency Duress Notification System
- Decrease Worker Incidents/Injuries
- Test Safety Polices with drills (TTX & physical)
- Conduct drills at Satellite Clinics to include the Community

WIHCC Emergency Preparedness Committee is continuing to work on:

- **Code Green** (internal disaster) drills – Medical surge & communication system
- **Code Silver** TTX & drills – Active Shooter
- Update Annual Hazards Vulnerability Assessment
- Community Emergency Preparedness TTX – satellite locations

Thank You

WIHCC
WINSLOW INDIAN HEALTH CARE CENTER

Lavone Brady, WIHCC Safety Officer
Carlyn Belone, WIHCC Safety Technician

Phone 928.289.6266, email: lavone.brady@wihcc.org AND carlyn.belone@wihcc.org

WIHCC

Department of Environmental Health (OEH)

Scope Of Services

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

WIHCC

Food Sanitation

- Survey institutional food service establishments
- Train institutional food service workers
- Investigate reported food-borne illnesses
- Conduct plan review and site evaluations for proposed new food services

Water/Wastewater/Solid Waste

- Survey public water/wastewater systems in conjunction with the Navajo Nation
- EPA
- Provide technical assistance in operating temporary water/wastewater systems
- Investigate water quality and wastewater complaints
- Provide technical assistance on solid waste issues.

WIHCC

Institutional Environmental Health

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

Infectious Disease Control

- Investigate communicable disease outbreaks
- Provide technical assistance on insect and rodent problems
- Conduct dog animal bite investigations for rabies prevention

WIHCC

Injury Prevention

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

Qualifications Of Staff

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

Staffing

- 1-2 day/week part-time EHS-RS from 2nd Quarter through 3rd Quarter;
- 1 full time EHS Technician hired start of 2nd Quarter;
- 1 full-time EHS Tech/Admin Assist hired 3rd Quarter

OEH Activities FY 2017

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

Human Resources

FY 2017 ANNUAL REPORT

BY
LUCIANA FRANK
Director of Human Resources

Executive Summary

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

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

GOALS

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

FY 2017 Staffing

Work diversify
Percentage of Navajo, Non-Navajo, and Non-Natives

Ethnicity	Percentage of Workforce
Navajo	76%
Non-Navajo	22%
Non-Native	2%

Table shows the average male to female ration in the workplace

Gender	Percentage of Workforce
Male	19%
Female	81%

Background Checks

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

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

WIHCC Staffing

FY 2017

- 21 Commissioned Officers
- 1 IPA (Federal – Civil Service)
- 387Corporate Employees
- 409 Total Employees

Providers – Medical & Dental

- 21 Physicians (1 Psychiatrist, 2 Surgeon, 1 Cardiologist, 1 Neurologist, 1 Podiatrist)
- 6 Nurse Practitioners
- 3 Navajo Providers
- 2 Physician Assistant
- 3 Optometrists
- 5 Physical Therapists
- 8 Dentists
- 1 Navajo Dentist
- 4 Hygienists

48 Providers – TOTAL

Turnover Rate

Turnover Rate	According to CompData Survey, the national turnover rate in healthcare was 14.2% in 2015 comparted to WIHCCs turnover rate of 13.38% Turnover Rate
13.38%	

Navajo Employees in Leadership Capacity

Title	Department	
Facilities Manager	Facility Management	Management Team
Director of Human Resources	Human Resources	Management Team
Chief Nurse Executive	Nursing	Management Team
Chief Executive Officer	Administration	Management Team
Accounting Manager	Finance	Management Team

Title	Department	
UC Supervisory Clinical Nurse	Nursing	Supervisor
Environmental Services Supervisor	Environment Services	Supervisor
Supervisory Security Guard	Security	Supervisor
Supervisory Dental Assistant	Dental	Supervisor
EMS Manager	EMS	Supervisor
Diabetes Program Director	Diabetes Program	Supervisor
Executive Administrative Assistant - CEO	Administration	Supervisor
IT Director	MIS	Supervisor
Business Office Manager	Business	Supervisor
Laboratory Manager	Laboratory	Supervisor
Patient Registration Supervisor	Patient Registration	Supervisor
Maintenance General Foreman	Facility Management	Supervisor
Health Information Management Director	Medical Records	Supervisor
Patient Benefits Specialist	Business	Supervisor
Mental Health Supervisor	Behavioral Health	Supervisor
Medical Imaging Manager	Radiology	Supervisor
Project Coordinator	MSPI Grant	Supervisor
Director of Public Health Nursing	PHN	Supervisor

Recruitment

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

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

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

Internal Promotions

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

Training and Development

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

There were 1,020 training and development opportunities, such as CEUs, licensures, conferences, seminars, webinars, expos, educational assistance, in Fiscal Year 2017. Some employees were approved to attend multiple training and development.

On- Line Training Subject	Mo/Yr	# Attended
Hands On Fire Extinguisher	Oct '16	43
Becoming a Meeting Minute Taking Professional	Jan ' 17	16
Mandatory Customer Service	Jan ' 17	7
10-Hour OSHA	Feb ' 17	48
Hands On Fire Extinguisher	Jul ' 17	82
Mandatory Customer Service	Aug ' 17	350
Hands On Fire Extinguisher	Aug ' 17	277
Safety Orientation	Aug ' 17	9
Mandatory Customer Service	Sept '17	32
Hands On Fire Extinguisher	Sept '17	12

Online Modules: (HIPAA, Risk Mgmt, Safety, Compliance, Infection Control, MIS & Fire Extinguisher)		Total Assigned	Total Completed	Total In-Complete
2016 Annual Mandatory Training (Elsevier)	Total :	182	179	3
2017 Annual Mandatory (Paycom)	Total .	3084	2939	145
		3266	3118	148

Employee Appraisal System – Annual Performance Review

The following chart illustrates the number of employees who have received a merit increase based on the annual Employee Appraisal System (EAS). Not included in the total number are those employees who began employment over half-way through the annual performance and part-time staff, Feb 1st. This chart also indicates the number of staff receiving a one-time bonus in lieu of an on-going salary increase for those who are over their maximum salary range and who have received a 3% rating.

Merit Increase	# of EE Receiving
Zero Increase	14
1.00%	26
2.00%	99
3.00%	201
One-Time Bonus	32

AZ Department of Economic Security – Unemployment Insurance (UI)

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

Payroll

Payroll processes are handled through Paycom, a vendor that is outsourced to take care of WIHCC staff payroll needs. Paycom was implemented in January 2015 as a one-stop single, centralized Human Resources Information System (HRIS) to view data. Included in the process of Paycom are:

- Live Checks - Only occurs if employee does not have bank account on first payroll.
- Direct Deposit - Activated in first payroll when bank information is received.
- Leave Donation Request - Employee may donate vacation hours to assist another employee in extenuating circumstances.
- Password Resets - For employees access their Employee Self-Serve (ESS)
- Income/Employment Verification - Only released with signed authorization by employee.
- Applicant Tracking - Electronic means for applying for employment (in progress)
- Performance Evaluation - Electronic Employee Appraisal System (EAS) to track and manage annual performance.
- Time-Off Request - Electronic requests thorough Paycom for leaves.

Benefits

WIHCC provides group health insurance to employees from medical, dental, and vision. Supplemental insurance are also available who want to do a buy-up on insurance. On average 352 employees signed up for vision; 377 employees signed up for dental; and, 342 employees signed up for medical.

Life Insurance: Employer pays 1 times annual salary up to $100,000.

Native Healing

WIHCC offers reimbursement for native healing. Claims during the Fiscal Year totaled 23. In order for a reimbursement to occur, the employee must be enrolled in medical insurance that WIHCC offers to the employee. Reimbursements are processed through Tall Tree Administration and employer incurs the cost.

Workman's Compensation

During the Fiscal Year 2017, there were 41 workman's compensation claims.

401(k) Retirement

378 employees have participated in WIHCCs 401(k) contribution. WIHCC offers a retirement plan for employees with contribution matching up to 4%. WIHCC also may make discretionary contribution to the 401(k) plan for all eligible employees regardless whether the employee makes their own contribution. Any WIHCC discretionary contributions are fully vested after 3-years of service. Employees who worked over 1,000-hours through December 31st of 2017 were given a 3% discretionary fund approved by Management Team (MT). This is can be viewed as a form a retention strategy.

Employee Relations

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

Compensation Study

WIHCC currently uses an compensation system developed by an external consultant, Valliant, who has conducted a full compensation review including updating all positions description this fiscal year. The overall Compensation System incorporates the following goals:

1. The ability to offer competitive salaries relative to the labor market in which it recruits.
2. Ensure external competitiveness.
3. Ensure internal equity.
4. Comply with applicable federal, state and tribal laws and regulations.
5. Operate within the constraints of the budgetary process and financial resources limitations.
6. Ensure administrative efficiency.

THANK YOU!

Health Compact between Authorized Navajo Nation Tribal Organizations and the United States of America

NAVAJO NATION HEALTH COMPACT
between
AUTHORIZED NAVAJO NATION TRIBAL ORGANIZATIONS
and the
UNITED STATES OF AMERICA

TABLE OF CONTENTS

NAVAJO NATION HEALTH COMPACT
between
AUTHORIZED NAVAJO NATION TRIBAL ORGANIZATIONS
and the
UNITED STATES OF AMERICA

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

RECITALS,

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

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

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

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

WHEREAS, Congress has declared it the policy of the United States, in fulfillment of its special responsibilities and legal obligations to Indian people, to ensure the highest possible health status and to provide all resources necessary to effect that policy, to raise

the health status of Indians to at least the levels set forth in the goals contained within the Healthy People 2010 initiative or successor objectives, 25 U.S.C. § 1602; and

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

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

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

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

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

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

WHEREAS, each Funding Agreement shall specify the authority of the respective Co-Signer to redesign or consolidate PSFAs (or portions thereof) and to reallocate funds as provided in 25 U.S.C. § 458aaa - 5(e); and

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I – AUTHORITY AND PURPOSE

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

Section 2 – Purpose. This Compact shall be liberally construed to achieve its purposes and any ambiguity shall be resolved in favor of the Co-Signers to achieve the purposes of the Compact, as follows:

(a) This Compact implements the federal policy of self-governance, as authorized by Title V, with the Navajo Nation and the Co-Signers. This Compact authorizes the sanctioned Co-Signers to plan, conduct, consolidate, re-design and administer PSFAs of the Indian Health Service under the terms of the Compact, as authorized by Title V, to reallocate funds in a manner that the applicable Co-Signer deems to be in the best interest of the health and welfare of the Indian community or communities being served by such Co-Signer, only if the redesign or consolidation does not have the effect of denying eligibility for service to population groups otherwise eligible to be served under applicable federal law.

(b) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Navajo Nation and the Co-Signers, to permit an orderly transition from federal domination of programs and services to meaningful tribal control of federal health programs, and to provide for a measurable parallel reduction in the federal bureaucracy as PSFAs (or portion thereof) are assumed under this Compact and the associated Funding Agreements, as provided for in 42 C.F.R. § 137.2 (b)(2)(vi)-(vii).

(c) This Compact and associated Funding Agreements shall transfer to the Co-Signers, acting individually, the responsibility for the PSFAs of the Indian Health Service included in the Compact and the Co-Signers' respective Funding Agreements, and grant them full authority, in accordance with the ISDEAA, the Indian Health Care Improvement Act ("IHCIA"), 25 U.S.C. 1601 *et seq.*, and other applicable federal law, to carry out their programs and services according to the needs and priorities of the Navajo Nation. In fulfilling its responsibilities under the Compact and consistent with the April 29, 1994, Memorandum from the President of the United States of America for the Heads

of Executive Departments and Agencies, Executive Order 13175 on Consultation and Coordination with Indian Tribal Governments, the September 23, 2004, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, the November 5, 2009, Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies, and the Department of Health and Human Services Tribal Consultation Policy, the Secretary hereby pledges that the Indian Health Service will conduct all relations with the Navajo Nation and Co-Signers on a government-to-government basis.

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

ARTICLE II – TERMS, PROVISIONS AND CONDITIONS

Section 1 – Term and Resolutions.

(a) Term. The term of this Compact begins as to each Co-Signer, after execution by both parties, and on the effective date of the Co-Signer's first Funding Agreement and shall extend thereafter as to each Co-Signer throughout the period authorized by Title V of the ISDEAA, and any subsequent amendment thereto, provided the Co-Signer has a Funding Agreement in effect. The Compact shall remain in effect for so long as is permitted by federal law and Navajo Nation Council Resolution(s) or until terminated by mutual written agreement, retrocession, or reassumption pursuant to 25 U.S.C. § 458aaa-3(d).

(b) Resolutions from the Navajo Nation. Each Co-Signer must be sanctioned by a duly authorized resolution from the Navajo Nation to enter into this Compact and associated Funding Agreement on or before the date the Compact and the applicable Funding Agreement is signed by the applicable Co-Signer.

(c) Resolution from Other Tribes. Co-signers, if properly authorized by a duly authorized resolution of other affected Indian tribe(s), may provide services to those Indian tribe(s), and include related funding under this Compact and associated Funding Agreement(s).

Section 2 – Effective Date.

(a) Once this Compact and the associated Funding Agreement are approved and signed by the Co-Signer and the Secretary, they shall be effective as of the date signed by the Secretary and Co-Signer or another mutually agreed upon date set forth in the applicable Funding Agreement. Subsequent Funding Agreements will be effective on the mutually agreed upon date.

(b) During the term of this Compact, any authorized Co-Signer which has not previously negotiated a Funding Agreement may do so. All Funding Agreements shall be subject to, and all the activities thereunder shall be governed by, the terms of this

Compact to the same extent as the initial Funding Agreements. New Funding Agreements will be effective on a mutually agreed upon date.

(c) Each Funding Agreement negotiated under this Compact is deemed to be incorporated by reference into this Compact for the purposes of the respective Co-Signer and the United States. In the event of inconsistency between the Compact and any subsequent Funding Agreement, the provisions of the Compact shall prevail.

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

Section 4 – Funding Amount. The Secretary shall provide the total amounts specified in the Funding Agreements, and the Navajo Nation and each Co-Signer is hereby assured that future funding of subsequent Funding Agreements shall only be reduced pursuant to the provisions of 25 U.S.C. § 458aaa-7(d)(1)(C)(ii).

Section 5 – Payment.

(a) **Payment Schedule.** Payment shall be made expeditiously and shall include financial arrangements to cover funding during periods under continuing congressional resolutions to the extent permitted by such resolutions. For each fiscal year covered by the Compact, the Secretary shall make available the funds specified for that year under the associated Funding Agreements by paying the respective total amount as provided for in each Funding Agreement in advance lump sum, as permitted by law, or such other payments as provided in the schedule set forth in each Funding Agreement. 25 U.S.C. § 458aaa-7.

(b) **Interest on Advances.** Co-Signers receiving funds under applicable Funding Agreements pursuant to this Compact shall be permitted to retain interest earned on funds pending disbursement as authorized by law. Interest earned on advances shall not diminish the amount of funds the Co-Signer is authorized to receive under its Funding Agreement in the year earned or in any subsequent fiscal year. All funds transferred under Funding Agreements pursuant to this Compact shall be managed using the prudent investment standard pursuant to 25 U.S.C. § 458aaa-7(h).

Section 6 – Reports to Congress. In accordance with 25 U.S.C. § 458aaa-13, the Secretary shall submit to the Senate Committee on Indian Affairs and the House Resources Committee a written report no later than January 1 of each year on the administration of Title V. Each report shall include a detailed analysis of the level of need being presently funded or unfunded for the Navajo Nation and each Co-Signer. The contents of each report shall comply with 25 U.S.C. § 458aaa-13(b). In compiling the reports, the Secretary may not impose any reporting requirements on Co-Signers not otherwise provided in Title V. The Secretary shall provide each Co-Signer with a draft of each report required to be submitted to Congress under this provision for a thirty (30) day comment period prior to the submission of the report to Congress so that the Co-Signers

may comment on the report. The Secretary shall include each Co-Signer's comments in the final reports to Congress.

Section 7 – Audits

(a) Single Audit. Each Co-Signer that has executed a Funding Agreement pursuant to this Compact shall provide to the National External Audit Review Center (or its successor), which is the designee of the Secretary for the purposes of this section, an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, as amended, 31 U.S.C. Section 7501, *et seq.* A copy of the audit will be sent simultaneously to the Federal Audit Clearinghouse; 25 U.S.C. § 458aaa-5(c)(1); 42 C.F.R. §§ 137.171 and 137.172.

(b) Cost Principles. Each Co-Signer shall apply cost principles under the applicable OMB Circular, except as modified by 25 U.S.C. § 450j-1, which section is hereby incorporated into this Compact, other provisions of law or by any exemptions subsequently granted by OMB. No other audit or accounting standards shall be required by the Secretary. Any claim by the federal government against any Co-Signer receiving funds under a Funding Agreement based on any audit under this section shall be subject to the provisions of 25 U.S.C. § 450j-1(f). 25 U.S.C. § 458aaa-5(c)(2).

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

Section 9 – Property.

(a) In General The provisions of 25 U.S.C. § 458aaa-11(c) and section 1(b)(8) of the Model Agreement set forth in 25 U.S.C. § 450l, are hereby incorporated into this Compact.

(b) Access to Federal Property. To the extent the Indian Health Service has been provided notice of the availability of Federal property that may be made available to Tribes under the Act, the Secretary shall provide notice of such to the Co-Signers.

(c) Access to Property Subject to Destruction. Prior to the destruction of federal property which would otherwise be declared surplus or excess and which is located within the service area of a Co-Signer, the Secretary shall provide notice of such proposed destruction to the Co-Signer. Such notice shall inform the Co-Signer of the name and address of the official responsible for determining whether such property will be destroyed or declared surplus or excess. If the Secretary is the responsible official, the Secretary will consider information provided by the Co-Signer regarding transfer of the property, rather than destruction, and, if not the responsible official, the Secretary will assist the Co-Signer in communicating information to the responsible official.

(d) Use of Federal Property. Pursuant to 25 U.S.C. § 458aaa-11(c)(1) a Co-Signer may use federal property under such terms and conditions as may be agreed upon by the Secretary and Co-Signer for its use and maintenance.

(e) Leases of Tribally-Owned or Leased Facilities . Upon the request of a Co-Signer the Secretary shall enter into a lease with the Co-Signer in accordance with 25 U.S.C. § 450j(l)(1).

(f) Participation in "Project Transam". The Co-Signers shall be notified of and authorized (to the extent Indian Health Service has authority to provide authorization) to participate in property screenings associated with "Project Transam" (or any similar successor project) by Indian Health Service Headquarters. Related to the foregoing, Indian Health Service shall notify the Co-Signers of scheduled lotteries to be conducted relevant to "Project Transam" whereby the Co-Signers are authorized to observe and participate in the process.

Section 10 – Regulatory Authority. The Secretary and the Co-Signers agree to utilize the following procedures governing the establishment and application of program rules and regulations under this Compact:

(a) Program Rules. No Co-Signer is required to comply with any agency circular, policy, manual, guidance or rule adopted by the Indian Health Service other than the eligibility provisions of ISDEAA § 105(g), 25 U.S.C. § 450j(g), and those identified in this section or expressly incorporated by reference in the individual Co-Signer's Funding Agreement, as provided in 25 U.S.C. § 458aaa-16(e).

(b) Federal Regulations.

(1) Applicable Federal Regulations. The Co-Signers, in carrying out the provisions of this Compact and applicable Funding Agreements, will be required to comply only with applicable federal regulations, which include regulations promulgated under 25 U.S.C. § 458aaa – 16 unless waived as provided in 25 U.S.C. § 458aaa – 11(b).

(2) Waiver of Federal Regulations. The Secretary and the Co-Signer will seek to identify federal regulations promulgated pursuant to 25 U.S.C. § 458aaa – 16 or under the authorities specified in 25 U.S.C § 458aaa – 11(b) which may require waiver in order to effectively carry out this Compact or any Funding Agreement. Waivers of regulations shall be submitted and addressed in accordance with the procedures set forth in 25 U.S.C § 458aaa – 11(b).

Section 11 – Disputes.

(a) Application of Title V. All disputes between the Indian Health Service and any Co-Signer or between the Indian Health Service and all Co-Signers under this Compact shall be subject to Title V and 25 U.S.C. § 450m-1, and all remedies provided for therein shall be available to each Co-Signer of this Compact. Actions and proceedings to enforce the Co-Signer's rights and the Secretary's obligations under this Compact shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the same extent as are actions and proceedings involving Public Law 93-638 contracts.

(b) Administrative Dispute Resolution Act. In the alternative, the Indian Health Service and the Co-Signers may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. § 581, for more informal resolution of disputes arising under this Compact and associated Funding Agreements.

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

Section 13 – Subsequent Funding Agreements.

(a) Initiation of Negotiations. Negotiations for subsequent Funding Agreements, as provided for in Article VI, Section 2, shall begin no later than 120 days in advance of the conclusion of the preceding Funding Agreement. The Secretary agrees to prepare and supply relevant information, and promptly to comply with the Co-Signers' requests for information reasonably needed to determine the funds that may be available for a subsequent Funding Agreement as provided for in Article VI, Section 2 of this Compact.

(b) Continuation of Compact and Funding Agreement. If the Secretary and a Co-Signer are unable to conclude negotiation of a subsequent Funding Agreement, the terms of this Compact and the existing Funding Agreement shall, at the option of the applicable Co-Signer, continue until a subsequent Funding Agreement is agreed to. As provided in 25 U.S.C. § 458aaa-4(e), the terms of the subsequent Funding Agreement will become retroactive to the end of the term of the preceding Funding Agreement. Any increases in funding to which the Co-Signers are entitled by law or which have been made available by Congress, or increases which Co-Signers subsequently negotiate, shall be included in each Co-Signer's subsequent Funding Agreement.

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

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

Section 16 – Other Federal Resources.

(a) Use of Motor Vehicles. Subject to agreement of the General Services Administration ("GSA"), the Secretary hereby authorizes each Co-Signer to obtain Interagency Motor Pool vehicles and related services for performance of any PFSAs under this Compact.

(b) Other Federal Resources. Federal resources shall be available to each Co-Signer in accordance with 25 U.S.C. § 458aaa – 7(e) and 458aaa – 15(a).

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

ARTICLE III – OBLIGATIONS OF EACH CO-SIGNER

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

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

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

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

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

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

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

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

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

ARTICLE IV – OBLIGATIONS OF THE UNITED STATES

Section 1 – Trust Responsibility. In accordance with 25 U.S.C. §§ 458aaa – 6(g) and 458aaa – 14(b), nothing in this Compact waives, modifies, or diminishes in any way the trust responsibility of the United States with respect to the Navajo Nation or individual members of the Navajo Nation which exists under treaty, executive orders, acts of Congress, and court decisions.

Section 2 - Programs Retained.

(a) Secretarial Responsibility. The Secretary hereby retains the responsibility for the PSFAs that are not specifically assumed by the Co-Signers acting individually through their applicable Funding Agreements and the Co-Signers shall continue to be entitled to the full benefit of those PSFAs retained by the Indian Health Service in accordance with 25 U.S.C. § 450l(c).

(b) Information Regarding Indian Health Service Programs. At the written request of a Co-Signer, within 30 days of such request, the Indian Health Service shall provide the Co-Signer with a written list of the directly operated retained PSFAs relevant to health care provided by the Indian Health Service to the Navajo Nation for the upcoming fiscal year. If the requested information cannot be or is not provided within 30 days, the Secretary will provide the Co-Signer, in writing, a reasonable timeline for providing the requested information. To the fullest extent permitted by law, the Secretary shall provide any requesting Co-Signer access to, and copies of, all documents and other information relevant to any retained PSFAs so as to assist the Co-Signer with evaluations the Co-Signer wishes to conduct. The Secretary will cooperate with each Co-Signer to facilitate the assumption of PSFAs in future Funding Agreements of those Co-Signers.

(c) Eligibility for New Programs, Service Increases, and Non-Recurring Resources. In accordance to 25 U.S.C. § 458aaa-5(h), each Co-Signer shall be eligible for new PSFAs and associated funding, service or funding increases and non-recurring resources of the Secretary and the Indian Health Service on the same basis as

other Tribes and Tribal Organizations. The Indian Health Service in consultation with the Co-Signers, may reorganize to sustain its ability to provide, in the most effective and efficient manner, all PSFAs for which the Co-Signers would otherwise be eligible to compact but that have not been included in the Funding Agreement. The Secretary shall notify the Co-Signers' Designated Official of any such new PSFAs, and associated funding, service increases and non-recurring funding to which the Co-Signers may be entitled.

Section 3 – Financial and Other Information.

(a) To assist the Co-Signers in monitoring compliance with 25 U.S.C. § 458aaa – 7(c), the Secretary shall promptly provide to the extent permitted by law, to Co-Signers, upon a written request, complete and accurate financial information including budget allocations and historical expenditure information which are relevant to the determination of amounts due under 25 U.S.C. § 458aaa-7(c). This will include but not be limited to:

(1) Table #1: Congressional Changes to IHS Appropriations;

(2) Table #2: Breakdown of Appropriations, Allowances to Areas and through Headquarters;

(3) Table #3: Breakdown of Headquarter Allowances, Detailed Headquarters Accounts and Categories for Tribal Shares; and

(4) Table #4: Headquarters PSFAs; and

(b) The Secretary shall prepare and promptly supply relevant financial reports and comply with each Co-Signer's written request for information needed to determine funds that may be available for a successor Funding Agreement.

Section 4 – Savings. To the extent the PSFAs carried out under Title V Funding Agreements and this Compact result in a reduction to the administrative or other responsibilities of the Secretary, with respect to the operation of Indian programs, and thereby result in savings that have not otherwise been included in the amount of tribal shares and other funds determined under 25 U.S.C. § 458aaa-7(c), the Secretary shall make such savings available to the Co-Signers for the provision of additional services in accordance with 25 U.S.C. § 458aaa-6(f).

ARTICLE V – OTHER PROVISIONS

Section 1 – Designated Officials. On or before the effective date of this Compact, both the Secretary and each Co-Signer shall provide a written designation of an individual as their representative/liaison. The Secretary shall direct all communications about the Compact, and relevant Funding Agreement, to the Co-Signer's designee. Reference herein to Co-Signers or the Secretary shall include the respective Designated Official thereof.

Section 2 – Indian Preference in Employment, Contracting and Sub-Contracting. The Co-Signers will comply with the Indian preference provisions of sections 7(b) and 7(c) of ISDEAA, Title I, 25 U.S.C. § 450e(b) and (c).

Section 3 – Federal Tort Claims Act Coverage; Insurance.

(a) The Co-Signers are deemed by statute to be part of the Public Health Service ("PHS"), and the employees of the Co-Signers are deemed by statute to be part of or employed by the PHS, for purposes of coverage under the Federal Tort Claims Act, while performing PSFAs under this Compact and described in the applicable Co-Signer's Funding Agreement (including new and existing PSFAs as provided under Article III, Section 5 or 6, or supported with income received in accordance with Article III, Section 7), including coverage for any acts or omissions that may occur in the course of providing services to eligible Indian beneficiaries, as well as those persons served pursuant to IHCIA sections 813(a) and (b), 25 U.S.C. §§ 1680c(a) and (b), as more fully described in 25 C.F.R. Part 900 Subpart M, and incorporated by reference herein, and section 102(d) of ISDEAA, as required by 25 U.S.C. § 458aaa 15(a).

(b) The status of a Co-Signer, or an employee's status as an employee of a Co-Signer, as part of the Public Health Service, is not affected by the source of the funds used by the Co-Signer to carry out the PSFAs or to pay the employee's salary and benefits as long as the employee does not receive any additional compensation for the performance of covered services from anyone other than the Co-Signer.

(c) The Co-Signer's employee may, while performing under this Compact and applicable Funding Agreement and as a condition of employment, be required by the Co-Signer to provide services to non-Indian Health Service beneficiaries in order to meet the obligations under this Compact either in facilities of the Co-Signer or in facilities other than those of the Co-Signer.

(d) Funds provided under a Funding Agreement may be used to purchase such additional liability and other insurance as is prudent in the judgment of a Co-Signer performing under this Compact and Funding Agreement for its protection and the protection of its employees.

(e) Personal services contracts shall be covered under this provision to the extent provided under section 102(d) of ISDEAA.

Section 4 – Compact Amendments.

(a) Any request for an amendment of this Compact must be communicated in writing to all Co-Signers and to the Indian Health Service. To be effective, any amendment of this Compact shall be in the form of a written amendment to the Compact and shall require written consent of each of the Co-Signers and the Secretary.

(b) This provision shall not apply to amendment of the Compact to include additional Co-Signers. Such amendment shall only require the authorization of the Navajo Nation and the concurrence of the additional Co-Signer, and the Secretary.

Section 5 – Construction. This Compact shall apply to funds included in the facilities category of Indian Health Service appropriations. A Co-Signer may assume construction projects or programs under the authorities of ISDEAA, Titles I or V, or P.L. 86-121. In doing so, the Co-Signer elects to comply with the regulations of the elected statutory provision.

Section 6 – Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, 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.

Section 7 – Penalties. The parties agree that the criminal penalties set forth in 25 U.S.C. § 450d apply to all activities conducted pursuant to this Compact.

Section 8 – Use of Federal Employees. Section 104 of ISDEAA shall apply to this Compact and to any individuals assigned or detailed to any Co-Signer performing functions under this Compact or leaving federal employment to perform services under this Compact, including assignments either on detail or on leave without pay and with or without reimbursement by the Co-Signer for the travel and transportation expenses to or from the place of assignment and for the pay, or supplemental pay, or a part thereof, of the employee during assignment.

Section 9 – Extraordinary or Unforeseen Events. This Compact obligates each Co-Signer to carry out all usual and ordinary functions respecting the PSFAs it is assuming under its Funding Agreement. In the event major unforeseen or extraordinary events occur, as jointly identified by an individual Co-Signer and the Secretary, with consequences beyond the control of the Co-Signer, the Co-Signer shall have access to additional services and funding amounts for its Funding Agreement as described in its Funding Agreement. The parties will seek to ensure that funds available to the Co-Signer to deal with the unforeseen circumstance will not be less than would have been available to non-Compact Tribes or the Indian Health Service had they encountered a similar circumstance. Each Co-Signer's participation in the Indian Health Service Catastrophic Health Emergency Funds will be identified in the Co-Signer's Funding Agreement.

Section 10 – Mature Contractor Status upon Compact Termination. In accordance with 25 U.S.C. § 458aaa – 5(g)(3), should any Co-Signer elect to or otherwise be required to convert all or some of the programs operated under the Compact back to contract status under P.L.93-638 such conversion shall not affect the Co-Signer's status as having operated a mature contract within the meaning of section 4(h) of ISDEAA. Such conversion would occur only on a date mutually acceptable to the Co-Signer and the Secretary, or as otherwise provided in this Compact, and will be implemented in a

manner which avoids any interruption of services to individual tribal members. If the Compact is terminated or the Navajo Nation or a Co-Signer determines that it will retrocede any PSFA operated under the Compact, the Co-Signer shall not lose its mature contractor status under section 4(h) as provided above.

Section 11 – Limitation of Liability. Any liability to the United States or to any third party incurred by a Co-Signer under it's Funding Agreement shall be the obligation only of that Co-Signer and shall not be the obligation of any Co-Signer of this Compact which did not participate in such performance or expenditure.

Section 12 – Contracting Rights. Nothing in this Compact or in any Funding Agreement shall be construed to preclude a Co-Signer from contracting with the Secretary to perform a PSFA under ISDEAA, Title I, subject, however, to constraints against duplication pursuant to 25 U.S.C. § 458aaa - 5(h).

Section 13 – Sovereign Immunity. Nothing in this Compact or in any Funding Agreement shall be construed to affect the sovereign immunity of the Navajo Nation or any sovereign immunity of a Co-Signer to which it may be entitled by law.

Section 14 – Interpretation of Federal Law. In the implementation of this Compact, the Secretary, to the extent feasible, shall interpret all federal laws, executive orders, and regulations and this Compact in a manner that effectuates and facilitates the purposes of this Compact and achievement of the Co-Signers' health goals and objectives in accordance with 25 U.S.C. § 458aaa - 11(a).

Section 15 – Effect on Non-Signatory Navajo Area IHS Service Units, and Title I Programs.

(a) Nothing in this Compact or associated Funding Agreements shall be construed to limit or reduce in any way the service, contracts or funds that any non-signatory Navajo Area IHS operated Service Unit or tribally operated ISDEAA, Title I, program is eligible to receive.

(b) The Compact shall not be construed to limit or curtail the right of any non-signatory Navajo Area IHS operated Service Unit or tribally operated ISDEAA, Title I, program to pursue a contract under ISDEAA Title I or individual participation in this Compact under Title V.

Section 16 – Severability. This Compact shall not be considered invalid, void, or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this Compact.

Section 17 – Applicability of Title I Provisions. Provisions of ISDEAA, Title I, shall apply to this Compact as provided in 25 U.S.C. § 458aaa-15(a) and 42 CFR § 137.47-137.49.

Section 18 – Purchases from the Indian Health Service. With respect to functions transferred by the Indian Health Service to a Co-Signer under this Compact or an applicable Funding Agreement, the Indian Health Service shall provide goods and services to a Co-Signer, on a reimbursable basis, including payment in advance with subsequent adjustment. The reimbursements received from those goods and services, along with the funds received from the Co-Signer pursuant to this section, may be credited to the same or subsequent appropriation account which provided the funding, such amounts to remain available until expended.

Section 19 – Counterpart Signatures. This Compact may be signed in counterparts, each of which shall be an original and all of which shall constitute together the same document.

ARTICLE VI – ATTACHMENTS

Section 1 – Approval of Compact. The resolution(s) of the Navajo Nation authorizing this Compact for each Co-Signer are attached as part of Exhibit A.

Section 2 – Funding Agreements. Once executed, each Co-Signer's Funding Agreement shall be attached hereto as Exhibit B, C and D.

ARTICLE VII - COUNTERPART SIGNATURES

FOR THE UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES:

for Yvette Roubideaux, M.D., Director
Indian Health Service

7-6-11
Date

FOR THE TUBA CITY REGIONAL HEALTH CARE CORPORATION:

Grey Farrell, Jr. President, Board of Directors, TCRHCC

3/8/11
Date

FOR THE WINSLOW INDIAN HEALTH CARE CENTER, INC.:

Robert Salabye, President, Board of Directors, WIHCC

3/8/11
Date

FOR THE UTAH NAVAJO HEALTH SYSTEM, INC.:

Wilfred Jones, Chairperson, Board of Directors, UNHS

03/08/11
Date

WIHCC

WINSLOW INDIAN HEALTH CARE CENTER

December 1, 2017

Honorable Jonathan Hale, Chairman
Health, Education, Human Services Committee
P.O. Box 3390
Window Rock, AZ 86515

Re: Extension of WIHCC's Authority to Compact with the Indian Health Service

Dear Honorable Chairman Hale and Committee Members:

Thank you for placing the Winslow Indian Health Care Center ("WIHCC") on the Committee's agenda to discuss extension of WIHCC's authority under Navajo Nation Council resolution CJY-33-10 to compact with the Indian Health Service pursuant to the Indian Self-Determination and Education Assistance Act.

We are enclosing a copy of NNC Resolution CJY 33-10; the WIHCC Board of Director's resolution supporting extension of its authority and the supporting resolutions of the eight (8) Chapter WIHCC serves; an Executive Summary of WIHCC's accomplishments since 2002; and a draft Committee resolution for the Committee's consideration. The WIHCC Board of Directors and I will be present at the Committee meeting on December 11, 2017 to present the proposed resolution, provide a summary of WIHCC's accomplishments and current activities, and to answer any questions the Committee may have.

We look forward to meeting with you.

Respectfully submitted,

Sally N. Pete
Chief Executive Officer

Enclosures (4)

Copies:
WIHCC Board of Directors (8)
WIHCC Management Team
WIHCC Legal Counsel

CJY-38-10

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".

CJY-33-10

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., nd 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

21 July 10
Date

Motion: GloJean Todacheene
Second: Amos Johnson

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 Nava'o 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 audit-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, and 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 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.

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

Honorable LoRenzo Bates
Speaker
23rd Navajo Nation Council

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

November 14, 2017

Re: Inquiry Regarding Legislative Requirements
For Reauthorization as Tribal Organization

Dear Mr. Salabye:

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

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

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

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

Sincerely,

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

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

WIHCC
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WINSLOW INDIAN HEALTH CARE CENTER

August 7, 2017

Levon Henry, Chief Legislative Counsel
Navajo Nation Council
Office of the Speaker
P.O. Box 3390
Window Rock, AZ 86515

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

Dear Mr. Henry:

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

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

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

Sincerely,

Lee Jack, Sr.
Dilkon Delegate
Navajo Nation Council

Attachment

CC: Robert E. Salabye, President, WIHCC Board of Directors
Sally N. Pete, CEO, WIHCC

WIHCC
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WINSLOW INDIAN HEALTH CARE CENTER

August 4, 2017

Levon Henry, Legislation Counsel
Navajo Nation
P. O. Box 3390
Window Rock, AZ 86515

Re: Reauthorization of Winslow Indian Health Care Center Authority to Compact

Dear Mr. Henry:

We write to request your interpretation and guidance on the process the Winslow Indian Health Care Center ("WIHCC") should take to seek reauthorization from the Navajo Nation Council (NNC) to compact with the Indian Health Service (IHS).

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

With the restructuring of the Council and Committees, we have questions about the proper process for seeking reauthorization to *continue* compacting with the IHS. Although WIHCC's authority under CJY-33-10 continues through FY 2020 (September 30, 2020), WIHCC desires to seek reauthorization in the near future as WIHCC is currently compacting for the planning and design of the Dilkon Health Center Project, and we anticipate construction funding to become available in the next few years. It will be important for WIHCC to seek to renew its compacting authority well before September 30, 2020 so that WIHCC's authority to compact existing programs and the construction project is not in question by the IHS when construction funds become available.

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

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

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

Respectfully submitted,

Robert Salabye, President
Winslow Indian Health Care Center

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

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

Board of Directors / Chapter Resolutions 2018

A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Pub. L. 93-638, as amended) PURSUANT TO NNC RESOLUTION CJY-33-10.

NUM	ORGANIZATION	RESOLUTION #	DATE APPROVED
1	WIHCC BOD	WIHCC-2017-11	12/01/2017
2	DILKON CHAPTER	DIL-2018-03-071	3/11/2018
3	TOLANI LAKE CHAPTER	TL-04-1a-18	04/11/2018
4	TEESTO CHAPTER	TEE-APR-22-18	4/16/2018
5	LEUPP CHAPTER	LP-04-056-2018	4/12/2018
6	TSIDI TO'II CHAPTER	TT-05-001-18	5/20/2018
7	JEDDITO CHAPTER	JEDD-03-25-18-04	3/25/2018
8	INDIAN WELLS CHAPTER	IWC18-325	4/17/2018
9	WHITE CONE CHAPTER	WCC-2018-03-003	03/19/2018

WIHCC
Hózhóóji dóó k'é

WINSLOW INDIAN HEALTH CARE CENTER

WIHCC-2017-11

RESOLUTION OF THE WINSLOW INDIAN HEALTH CARE CENTER

A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Pub. L. 93-638, as amended) PURSUANT TO NNC RESOLUTION CJY-33-10.

WHEREAS:

1. The Winslow Indian Health Care Center ("WIHCC") is a non-profit corporation chartered under Navajo Nation law; and

2. WIHCC is designated as a tribal organization and authorized to compact with the Indian Health Service under Title V of the Indian Self-Determination Act pursuant to Navajo Nation Council Resolution No. CJY-33-10; and

3. WIHCC has successfully provided health care programs, functions, services and activities to the Navajo people in the southwest region of the Navajo Nation since September 1, 2002; and

4. WIHCC has the support of the eight (8) Chapters it serves: Leupp, Indian Wells, Dilkon, Teesto, Jeddito, Tolani Lake, Bird Springs and White Cone (see attached resolutions), to continue to provide health services and programs in the southwest region of the Navajo Nation; and

5. WIHCC desires to extend its existing authority to compact with the Indian Health Service beyond September 30, 2020, subject to the authority of the Navajo Nation to rescind such authority, to provide health care services and to compact for the planning, design and construction of the Dilkon Health Center, which is estimated to take several years beyond September 30, 2010 to complete, and other health care facilities.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Winslow Indian Health Care Center Board of Directors supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact with the Indian Health Service under Title V of the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the

WIHCC
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WINSLOW INDIAN HEALTH CARE CENTER

WIHCC-2017-11

planning, design and construction of the Dilkon Health Center and other health care facilties, pursuant to NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Winslow Indian Health Care Center at which a quorum was present and that the same was passed by a vote of 7 in favor, 0 opposed, and 0 abstained, this 1st day of December, 2017.

Robert Salabye, Board of Directors President

Motion By: John Nells

Second By: Jerry Freddie

Lee Jack, Sr., Council Delegate
Lorenzo Lee, Sr., President
Felix Tsinijinnie, Vice President
Elizabeth Yazzie, Secretary Treasurer
Jonathan Manygoats, Grazing Committee Officer
Margie Barton, Chapter Manager
Channayne Billie, Administrative Assistant
DILKON CHAPTER
HCR 63 BOX E • WINSLOW, AZ • 86047

THE NAVAJO NATION
Russell Begaye
PRESIDENT
Jonathan Nez
VICE PRESIDENT

RESOLUTION NUMBER: DIL-2018-03-071

RESOLUTION OF THE DILKON CHAPTER OF THE NAVAJO NATION

A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Pub. L. 93-638, as amended) PURSUANT TO NNC RESOLUTION CJY-33-10.

WHEREAS:

1. Pursuant to 26 N.N.C. Section 3 (A) the Dilkon Chapter is a duly recognized certified chapter of the Navajo Nation Government, as listed at 11 N.N.C., part 1, section 10; and
2. Pursuant to 26 N.N.C. Section 1 (B) Dilkon Chapter is vested with the authority to review all matters affecting the community; and
3. The Dilkon Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Dilkon Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Dilkon Chapter has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Dilkon and others in the southwest region of the Navajo Nation; and
6. By Dilkon Chapter resolution number DIL-2018-02-055, the Dilkon Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and
8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Dilkon Chapter supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

The Dilkon Chapter hereby approves the foregoing resolution was considered by the Dilkon Chapter at a duly called meeting in Dilkon, Navajo Nation, Arizona at which a quorum was present and that the same was passed by a vote of 24 in favor, 0 opposed, and 6 abstained, that 11th day of March, 2018.

Motion By: Jerry Freddie

Second By: Joann Tsinijinnie

Lorenzo Lee, Sr., Chapter President, Presiding Official

TOLANI LAKE CHAPTER

Alfred Thomas
President

Leland Dayzie
Vice President

Rena Edwards
Secretary Treasurer

HC-61 Box 3001
Winslow, AZ 86047

Phone: (928) 686-3285
Fax (928) 686-3287

Walter Phelps
Council Delegate

Leslie Williams
Grazing Official

RESOLUTION OF TOLANI LAKE CHAPTER
WESTERN NAVAJO AGENCY
Resolution No.: TL-04-1a-18

RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Public Law 93-638, as amended) PURSUANT TO NNC RESOLUTION CJY-33-10

WHEREAS:

1. Pursuant to 26 N.N.C., Section 3(A) the Tolani Lake Chapter is a duly recognized certified chapter of the Navajo Nation Government, as Listed in 11 N. N. C., Section 1, and is delegated the authority and responsibility to promote projects that benefit the local community; and
2. Pursuant to 2 N.N.C., Section 4041, 4042 and 4043, Tolani Lake Chapter is vested with all the authority mentioned in Paragraph A, B, C, D, E, F and G. As such the Tolani Lake Chapter is vested with the governmental authority to review all matters affecting the community and to make appropriate recommendations when necessary to the Navajo Nation, Federal, State and other agencies for appropriate actions that are most beneficial to the community; and
3. The Tolani Lake Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center (WIHCC); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Tolani Lake Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Tolani Lake Chapter has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Tolani Lake Chapter and others in the southwest region of the Navajo Nation; and
6. By Tolani Lake Chapter resolution #TL-04-1a-18, the Tolani Lake Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and

8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Tolani Lake Chapter hereby supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that this foregoing resolution was duly discussed at a duly called Chapter Meeting, of the Tolani Lake Chapter at which a quorum was present, and that the same was passed by 26 in favor, 0 opposed, 3 abstained, this 11th day of April, 2018.

Motion by: Margaret Tom

Second by: Arkie Huskey

Minutes taken by: Rena M. Edwards

Alfred Thomas, Chapter President — Date: 4-11-18

Leland Dayzie, Chapter Vice President — Date: 4-11-18

Rena M. Edwards, Chapter Sec/Treasurer — Date: 4-11-18

THE
NAVAJO
NATION

TEESTO CHAPTER
P.O. BOX 7385 – Teesto CPU
Winslow, Arizona 86047
Phone: (928) 657-8042 – Fax: (928) 657-8046

"Saddle Butte Mountain"

RESOLUTION OF THE TEESTO CHAPTER
Fort Defiance Agency, The Navajo Nation
RESOLUTION NO.: TEE-APR-22-18

SUPPORTING AND RECOMMENDING THE REAUTHORIZATION OF THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION INDEFINITELY BEYOND SEPTEMBER 30, 2020 AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (P.L. 93-638 AS AMENDED) PURSUANT TO NAVAJO NATION COUNCIL RESOLUTION CJY-33-10

WHEREAS:

1. The Teesto Chapter is a duly recognized and certified chapter of the Navajo Nation government pursuant to 26 N.N.C. Part A, Section 10; and
2. Pursuant to Title 26, Section 1 (B), the Teesto Chapter is a Governance Certified Chapter vested with the governmental authority to review all matters affecting the community, make recommendations to the Navajo Nation and other local agencies for appropriate actions with respect to health, safety and welfare of its constituents; and
3. The Teesto Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the [insert name of Chapter] Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Teesto Chapter has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Teesto Chapter and others in the southwest region of the Navajo Nation; and
6. By Teesto Chapter resolution TEE-APR-22-18, the Teesto Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and
8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

THE NAVAJO NATION

TEESTO CHAPTER

P.O. BOX 7385 – Teesto CPU
Winslow, Arizona 86047
Phone: (928) 657-8042 Fax: (928) 657-8046

"Saddle Butte Mountain"

RESOLUTION NO.: TEE-APR-22-18

NOW THEREFORE BE IT RESOLVED:

1. The Teesto Chapter hereby supports extending the Winslow Indian Health Care Center's designation indefinitely beyond September 30, 2020 as a tribal organization and authorization to compact with the Indian Health Service under Title V of the Indian Self-Determination Act, P.L. 93-638 as Amended pursuant to Navajo Nation Council Resolution CJY-33-10 unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the [name of Chapter] at which a quorum was present and that the same was passed by a vote of 18 in favor, 0 opposed, and 3 abstained, on this 16th Day of April, 2018.

Elmer Clark, President
Teesto Chapter

Motion By: Myron Paddock

Second By: Lucinda Honani

Russell Begaye
Navajo Nation President

Jonathan Nez
Navajo Nation Vice President

Walter Phelps
Council Delegate (Birdsprings, Cameron, Coalmine, Leupp, and Tolani Lake Chapters)

Valerie Kelly
Leupp Chapter President

Angela Cody
Leupp Chapter Vice-President

Calvin Johnson
Leupp Chapter Secretary/Treasurer

Allen Jones
Leupp Chapter Grazing Officer

LEUPP CHAPTER
Telephone: (928) 686-3227 | CPO Box 5428, Leupp, AZ 86035 | Facsimile: (928) 686-3232

RESOLUTION OF THE LEUPP CHAPTER
Western Navajo Agency, Navajo Nation
Resolution No: LP 04-056-2018

COPY

SUPPORTING OF EXTENSION BEYOND SEPTEMBER 30, 2020 OF THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (PUB. L. 93-638, AS AMENDED) PURSUANT TO NNC RESOLUTION CJY-33-10

WHEREAS:

1. Leupp Chapter is a Certified Chapter of the Navajo Nation in accordance to Navajo Tribal Council Resolution CJ-20-55, and further recognized as a local government entity with the responsibility and authority to implement community programs and projects that will benefit the Leupp community; and

2. The Leupp Chapter pursuant to Navajo Nation Code: Title 26, The Navajo Nation Local Governance Act, is a Local Governance Certified Chapter of the Navajo Nation through Resolution No.: LP08-106-2010 ; and

3. The Leupp Chapter as a duly Government Certified Chapter is empowered and authorized to oversee various community business and development within its Chapter boundaries including entering into agreements/ contracts that address and represent the best interest of its community; and

4. The Leupp Chapter strives for the betterment of its people by providing and assisting them with opportunity for improvement in the areas of livelihood, health and education; and

5. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and

6. The Leupp Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and

7. The WIHCC has successfully provided health care programs, functions, services and activities to the Leupp Chapter since September 1, 2002; and

8. By previous Chapter resolutions, the Leupp Chapter has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Leupp Chapter and others in the southwest region of the Navajo Nation; and

9. By Leupp Chapter Chapter resolution LP 04-056-2018 the Leupp Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and

10. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and

11. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW, THEREFORE BE IT RESOLVE THAT:

1. Leupp Chapter hereby supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We, hereby, certify the foregoing resolution number LP 04-056-2018 was duly considered by the Leupp Chapter, at a duly call chapter meeting at the Leupp Chapter house, Navajo Nation (Arizona); at which a quorum was present and that the same was passed by a vote of 23 in favor, 1 opposed and 5 abstention on this 12th, day of April, 2018.

Motion by: Carolyn Slowtalker Seconded by: Nelson Cody Sr.

Valerie Kelly, President

Angela Cody, Vice-President

Calvin Johnson, Secretary/Treasurer

Allen Jones, Grazing Official

Walter Phelps, Navajo Nation Council Delegate

CERTIFIED TRUE COPY
OF ORIGINAL DOCUMENT

SIGNED ..... Sec./Treasurer

DATE 04/12/2018

Tsidi To'ii

RESOLUTION OF TSIDI TO'II CHAPTER
WESTERN NAVAJO AGENCY
Resolution No: TT-05-001-18

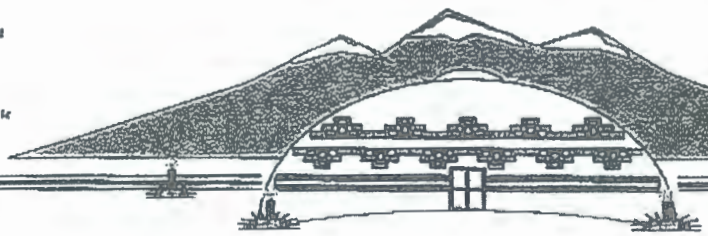
A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Pub. L. 93-638, as amended) PURSUANT TO NNC RESOLUTION CJY-33-10.

WHEREAS:

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people; and
2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
3. The Tsidi To'ii Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Tsidi To'ii Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Tsidi To'ii has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Tsidi To'ii Chapter and others in the southwest region of the Navajo Nation; and
6. By Tsidi To'ii Chapter resolution TT-05-2018 the Tsidi To'ii Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and
8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Tsidi To'ii Chapter supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction



Tsidi To'ii

projects within WIHCC's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the [name of Chapter] at which a quorum was present and that the same was passed by a vote of 17 in favor, 0 opposed, and 4 abstained, that 20th day of May, 2018.

Motion By: Alice McCabe

Second By: Irene McCabe

Verna Yazzie, President

Bessie McCabe, Vice President

Betty S. Begay, Secretary-Treasurer

Morgan Yazzie, Pro-Temp Grazing Officer

Walter Phelps, District V Council Delegate

THE NAVAJO NATION

JEDDITO CHAPTER
P.O BOX 798
KEAMS CANYON, ARIZONA 86034
TEL: (928) 738-2276 Fax: (928) 738-5455

RESOLUTION OF THE JEDDITO CHAPTER
JEDD-03-25-18-04

A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Pub. L. 93-638, as amended) PURSUANT TO NNC RESOLUTION CJY-33-10.

WHEREAS:

1. Jeddito is a certified unit of local government and political subdivision of the Navajo Nation having met all of the requirements at 26 N.N.C., Section 03; and codified at 11 N.N.C., Part 1, Section 10; and
2. Pursuant to 26 N.N.C., (B)(1) the Navajo Nation Council delegates to Chapter governmental authority with respect to local matters consistent with Navajo law, including custom and tradition; and
3. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people; and
4. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
5. The Jeddito Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
6. The WIHCC has successfully provided health care programs, functions, services and activities to the Jeddito Chapter since September 1, 2002; and
7. By previous Chapter resolutions, the Jeddito has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Jeddito Chapter and others in the southwest region of the Navajo Nation; and
8. By Jeddito Chapter resolution JEDD-03-18-18-04, the Jeddito Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and

THE NAVAJO NATION

JEDDITO CHAPTER
P.O BOX 798
KEAMS CANYON, ARIZONA 86034
TEL: (928) 738-2276 Fax: (928) 738-5455

EUGENE HASGOOD, President | RODGER R. PAUL, Vice President | TONI MINA, Secretary-Treasurer | ALTON SHEPHERD, Council Delegate | JEROME PETE, JR., Grazing Member

DONNA BOYD, Community Service Coordinator | VACANT, Accounts Maintenance Specialist

9. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and
10. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Jeddito Chapter supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Jeddito Chapter at which a quorum was present and that the same was passed by a vote of 16 in favor, 0 opposed, and 3 abstained, on the 25th day of March, 2018.

Motion By: Brenda Mina

Second By: Barbara Begay

Eugene Hasgood, Jeddito Chapter President

THE INDIAN WELLS CHAPTER OF THE NAVAJO NATION

RESOLUTION OF THE INDIAN WELLS CHAPTER

A RESOLUTION IN SUPPORT OF EXTENDING BEYOND SEPTEMBER 30, 2020 THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (Pub. L. 93-638, as amended) PURSUANT TO N.N.C. RESOLUTION CJY-33-10.

Resolution No.: IWC18-325

WHEREAS:

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people; and

2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and

3. The Indian Wells Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and

4. The WIHCC has successfully provided health care programs, functions, services and activities to the Indian Wells Chapter since September 1, 2002; and

5. By previous Chapter resolutions, the Indian Wells has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Indian Wells Chapter and others in the southwest region of the Navajo Nation; and

6. By Indian Wells Chapter resolution **IWC18-325**, the Indian Wells Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and

7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and

8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Indian Wells Chapter supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, beyond September 30, 2020, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Indian Wells, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of **-17-** in favor, **-0-** opposed, and **-08-** abstained, that **17th**, day of **April**, 2018.

Motion By: George John

Second By: Betty Shaw

Benson Stewart, President
Indian Wells Chapter

WHITE CONE CHAPTER
28 N. HWY 77 PMB 5120
Holbrook, Arizona 86025
Telephone: (928) 654-3900
Fax: (928) 654-3901

RESOLUTION OF THE WHITE CONE CHAPTER
WCC-2018-03-003

SUPPORTING THE EXTENTION BEYOND SEPTEMBER 30, 2020, THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZTION TO COMPACT WITH THE INDIAN HEALTH SERVICE UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT (PUBLIC AW 93-638, AS AMENDED) PURSUANT TO NAVAJO NATION COUNCIL RESOLUTION CJY-33-10

WHEREAS:

1. White Cone Chapter is a duly recognized chapter of the Navajo Nation Government, pursuant to the Navajo Nation Council Resolution CAP-34-98, known as the *Navajo Nation Local Governance Act* and herein codified in Title Twenty-six (26) of the *Navajo Nation Code*; and

2. Pursuant to Title Twenty-six (26) of the *Navajo Nation Code* allows White Cone Chapter to make decisions over local matters. This authority, in the long run, will improve community decision making, allow communities to excel and flourish, enable Navajo leaders to lead towards a prosperous future, and improve the strength and sovereignty of the Navajo Nation. Through adoption of this Act, White Cone Chapter is compelled to govern with responsibility and accountability to the local citizens; and

3. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on hehalf of the Navajo people; and

4. The Navajo Nation is a federallly recognized Indian Tribe with a historic and ongoing government to government relationship with the Untied States of America; and

5. The White Cone Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center (WIHCC); and

6. The WIHCC has successfully provided health care programs, functions, services and activities to the White Cone Chapter since September 1, 2002; and

7. By previous Chaptr resolutions, the White Cone Chapter has supported WIHCC in contracting and compacting with the Indian Health Serice pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the White Cone Chapter and others in the southwest region of the Navajo Nation; and

8. By White Cone Chapter resolution WCC-2018-03-003, the White Cone Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and

9. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to Navajo Nation Council Resolution CJY-33-10; and

10. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to resind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The White Cone Chapter hereby supports the extention beyond September 30, 2020, the Winslow Indian Health Care Center's designation as a tribal organization and authoriztion to compact with the Indian Health Service under Title V of the Indian Self-Determination Act (Public aw 93-638, as amended) pursuant to Navajo Nation Council Resolution CJY-33-10.

CERTIFICAITON

We, hereby certify, that the foregoing resolution was duly considered by the community members of White Cone Chapter at a duly-called meeting at White Cone, Navajo Naiton (Arizona), at which a quorum was present and that same was passed by a vote of -31- in favor, -0- opposed, -5- abstained, on this 19th day of March 2018.

Motion: Louise Begay
Second: Johnson Williams

Jonathan Lewis, President
White Cone Chapter

Bennett Chatter, Vice President
White Cone Chapter

Lavida B. Maestas, Secretary/Treasurer
White Cone Chapter

Board of Directors / Chapter Resolutions 2016

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL

NUM	ORGANIZATION	RESOLUTION #	DATE APPROVED
1	WIHCC BOD		10/07/2016
2	DILKON CHAPTER	DIL-2016-11-011	11/13/2016
3	TOLANI LAKE CHAPTER	TL-02-1H-17	2/13/2017
4	TEESTO CHAPTER	TEE-NOV-11-17	11/21/2016
5	LEUPP CHAPTER	LP 05-076-2017	05/09/2017
6	TSIDI TO'II CHAPTER	TT-03-004-17	03/21/2017
7	JEDDITO CHAPTER	JEDD-10-23-16-004	10/23/2016
8	INDIAN WELLS CHAPTER	IWC-17-242	03/21/2017
9	WHITE CONE CHAPTER	WCC-2017-04-003	04/19/2017

WIHCC
Winslow Indian Health Care Center Inc

500 North Indiana Avenue
Winslow, Arizona 86047

RESOLUTION OF THE WINSLOW INDIAN HEALTH CARE CENTER

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.

WHEREAS:

1. The Winslow Indian Health Care Center ("WIHCC") is a non-profit corporation chartered under Navajo Nation law; and

2. WIHCC is designated as a tribal organization and authorized to compact under Title V of the Indian Self-Determination Act with the Indian Health Service pursuant to Navajo Nation Council Resolution No. CJY-33-10; and

3. WIHCC has successfully provided health care programs, functions, services and activities to the Navajo people in the southwest region of the Navajo Nation since September 1, 2002; and

4. WIHCC has the support of the eight (8) Chapters it serves: Leupp, Indian Wells, Dilkon, Teesto, Jeddito, Tolani Lake, Bird Springs and White Cone, to continue to provide health services and programs in the southwest region of the Navajo Nation; and

5. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Winslow Indian Health Care Center Board of Directors supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact under Title V of the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area,

Phone: 928/289-6100 **Fax:** 928/289-3447

pursuant to NNC Resolution CJY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Winslow Indian Health Care Center at which a quorum was present and that the same was passed by a vote of 6 in favor, 0 opposed, and 0 abstained, this 7th day of October, 2016.

Robert Salabye, Board of Directors President

Motion By: John Nells

Second By: Mary Ann Begay

Phone: 928/289-6100 **Fax:** 928/289-3447

RESOLUTION OF

DILKON CHAPTER

Lee Jack, Sr., Council Delegate
Lorenzo Lee, Sr., President
Felix Tsinijinnie, Vice-President
Elizabeth Yazzie, Secretary-Treasurer
Jonathan Manygoats, Grazing Official
Margie Barton, Chapter Manager
Charmayne Billie, Administrative Assistant
DILKON CHAPTER
HCR 63 BOX E • WINSLOW, AZ • 86047

THE NAVAJO NATION

Russell Begaye
PRESIDENT

Jonathan Nez
VICE PRESIDENT

RESOLUTION NUMBER: DIL-2016-11-011

RESOLUTION OF THE DILKON CHAPTER OF THE NAVAJO NATION

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.

WHEREAS:

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self Government on behalf of the Navajo people; and
2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
3. The Dilkon Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and The WIHCC has successfully provided health care programs, functions, services and activities to the Dilkon Chapter since September 1, 2002; and
4. By previous Chapter resolutions, the Dilkon Chapter has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Dilkon Chapter and others in the southwest region of the Navajo Nation; and
5. By Dilkon Chapter resolution number DIL-2016-11-011, the Dilkon Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Dilkon Chapter supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

The Dilkon Chapter hereby approves the foregoing resolution was considered by the Dilkon Chapter at a duly called meeting in Dilkon, Navajo Nation, Arizona at which a quorum was present and that the same was passed by a vote of 19 in favor, 0 opposed, and 7 abstained, that 13th day of November, 2016.
Motion By: Jonathan Manygoats Second By: Leroy Yazzie

Lorenzo Lee, Sr., Chapter President, Presiding Official

RESOLUTION OF

TOLANI LAKE CHAPTER

TOLANI LAKE CHAPTER

Alfred Thomas
President

Leland Dayzie
Vice President

Rena Edwards
Secretary Treasurer

HC-61 Box 3001
Winslow, AZ 86047

Phone: (928) 686-3285
Fax: (928) 686 3287

Walter Phelps
Council Delegate

Leslie Williams
Grazing Official

RESOLUTION OF TOLANI LAKE CHAPTER
WESTERN NAVAJO AGENCY
Resolution No.: TL-02-1H-17

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL

WHEREAS:

1. Pursuant to 26 N.N.C., Section 3(A) the Tolani Lake Chapter is a duly recognized certified chapter of the Navajo Nation Government, as Listed in 11 N. N. C., Section 1, and is delegated the authority and responsibility to promote projects that benefit the local community; and

2. Pursuant to 2 N.N.C., Section 4041, 4042 and 4043, Tolani Lake Chapter is vested with all the authority mentioned in Paragraph A, B, C, D, E, F and G. As such the Tolani Lake Chapter is vested with the governmental authority to review all matters affecting the community and to make appropriate recommendations when necessary to the Navajo Nation, Federal, State and other agencies for appropriate actions that are most beneficial to the community; and

3. The Tolani Lake Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and

4. The WIHCC has successfully provided health care programs, functions, services and activities to the Tolani Lake Chapter since September 1, 2002; and

5. By previous chapter resolutions, the Tolani Lake Chapter has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Tolani Lake Chapter and others in the southwest region of the Navajo Nation; and

6. By Tolani Lake Chapter resolution TL-02-1H-17, the Tolani Lake Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and

7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2010 pursuant to NNC Resolution CJY-33-10; and

8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Tolani Lake Chapter fully supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the Foregoing Resolution was considered and moved for approval By the Tolani Lake Chapter at a dully called meeting at Tolani Lake Chapter, Navajo Nation, (Arizona), at which a quorum was present and that the same was passed by a vote of 23 in favor, 0 opposed and 4 abstained on the 13 day of February 2017.

MOTIONED BY: Elsie Monroe

SECONDED BY: Janette Thomas

MINUTES BY: Rena M. Edwards

Alfred Thomas, President

Leland Dayzie, Vice President

Rena M. Edwards, Secretary/Treasury

Walter Phelps, Council Delegate

RESOLUTION OF

TEESTO CHAPTER

THE NAVAJO NATION

TEESTO CHAPTER
P.O. BOX 7385 – Teesto CPU
Winslow, Arizona 86047
Phone: (928) 657-8042 – Fax: (928) 657-8046

"Saddle Butte Mountain"

RESOLUTION OF THE TEESTO CHAPTER
Fort Defiance Agency, The Navajo Nation
RESOLUTION NO.: TEE-NOV-11-17

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.

WHEREAS:

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people; and
2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
3. The Teesto Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Teesto Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Teesto Chapter has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the [insert name of Chapter] and others in the southwest region of the Navajo Nation; and
6. By Teesto Chapter resolution TEE-NOV-11-17, the Teesto Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and
8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to provide stability of the clinical programs and services.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Teesto Chapter supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

THE
NAVAJO
NATION

TEESTO CHAPTER

P.O. BOX 7385 – Teesto CPU
Winslow, Arizona 86047
Phone: (928) 657-8042 – Fax: (928) 657-8046

"Saddle Butte Mountain"

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Teesto Chapter at which a quorum was present and that the same was passed by a vote of 36 in favor, 0 opposed, and 15 abstained, on this 21 day of November, 2016.

Motion By: Lucinda Honani

Second By: Marilyn Lewis

Elmer Clark, President
Teesto Chapter

RESOLUTION OF

LEUPP CHAPTER

Russell Begaye
Navajo Nation President

Jonathan Nez
Navajo Nation Vice President

Walter Phelps
Council Delegate (Birdsprings, Cameron, Coalmine, Leupp, and Tolani Lake Chapters)

Valerie Kelly
Leupp Chapter President

Angela Cody
Leupp Chapter Vice-President

Calvin Johnson
Leupp Chapter Secretary/Treasurer

Allen Jones
Leupp Chapter Grazing Officer

LEUPP CHAPTER
Telephone: (928) 686-3227 CPO Box 5013, Leupp, AZ 86035 Facsimile: (928) 686-3232

RESOLUTION OF THE LEUPP CHAPTER
Western Navajo Agency, Navajo Nation
Resolution No: LP 05-076-2017

SUPPORTING OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF-DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL

WHEREAS:

1. Leupp Chapter is a Certified Chapter of the Navajo Nation in accordance to Navajo Tribal Council Resolution CJ-20-55, and further recognized as a local government entity with the responsibility and authority to implement community programs and projects that will benefit the Leupp community with responsibility and accountability to community membership; and
2. The Leupp Chapter pursuant to Navajo Nation Code: Title 26, The Navajo Nation Local Governance Act, is a Local Governance Certified Chapter of the Navajo Nation through Resolution No.: LP08-106-2010; and
3. The Leupp Chapter as a duly Government Certified Chapter which delegated the governmental authority within its Chapter boundaries with respect to local matters consistent with Navajo laws, including customs and traditions, allow Chapters to make decisions to govern with responsibility and accountability to community membership; and
4. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
5. The Leupp Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
6. The WIHCC has successfully provided health care programs, functions, services and activities to the Leupp Chapter since September 1, 2002; and
7. By previous Chapter resolutions, the Leupp Chapter has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Tolani Lake, Leupp, Birdsprings Chapters and others in the southwest region of the Navajo Nation; and
8. By previous Chapter resolutions, the Leupp Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and

9. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and

10. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Leupp Chapter hereby supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact under Title V of the Indian Self-determination act with the Indian Health Service pursuant to NNC resolution CJY-33-10 indefinitely, unless rescinded by the Navajo Nation Council.

CERTIFICATION

We, hereby, certify the foregoing resolution number LP 05-076-2017 was duly considered by the Leupp Chapter, at a duly call chapter meeting at the Leupp Chapter house, Navajo Nation (Arizona); at which a quorum was present and that the same was passed by a vote of **23** in favor, **0** opposed and **6** abstention on this **9th**, day of **May, 2017**.

Motion by: **Gilbert Chee**

Seconded by: **Louise Walker**

Valerie Kelly, President

Angela Cody, Vice-President

Calvin Johnson, Secretary/Treasurer

ABSENT

Allen Jones, Grazing Official

Walter Phelps, Navajo Nation Council Delegate

RESOLUTION OF

TSIDI TOII CHAPTER

(BIRDSPRINGS)

Tsidi To'ii

RESOLUTION OF THE TSIDI TO II (BIRDSPRINGS) CHAPTER
WESTERN NAVAJO AGENCY

Resolution No: TT-03-004-17

TO SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NAVAJO NATION COUNCIL RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RECINDED BY THE NAVAJO NATION COUNCIL.

WHEREAS:

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people; and

2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and

3. Pursuant to 26 N.N.C., Section 3 (A), the Tsidi To'ii (Birdsprings) chapter is a duly recognized chapter of the Navajo Nation Government, as listed at 11N.N.C., Part 1, Section 10, and is a certified chapter government of the Navajo Nation in accordance with the Navajo Nation Local Governance Act, 26 N.N.C., Section 1 (B); thereby, vested with the authority to protect and promote the general health, safety, and welfare of the Chapter membership; and

4. The Tsidi To'ii (Birdsprings) chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center (WIHCC) and has successfully provided health care programs, functions, services and activities since September 1, 2002; and

5. By previous Chapter resolutions, the Tsidi To'ii (Birdsprings) has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions, and activities to the residents of the Tsidi To'ii (Birdsprings) Chapter and others in the southwest region of the Navajo Nation; and

6. By Tsidi To'ii (Birdsprings) Chapter resolution number TT-04-001-16, the Tsidi To'ii (Birdsprings) Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and

7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to N.N.C. Resolution CJY-33-10; and

8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Health Center, which is estimated to take approximately four to five years to complete.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Tsidi To'ii (Birdsprings) Chapter supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities and associated funds for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in N.N.C. Resolution CJY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We, hereby, certify that the foregoing resolution was considered at a duly called Chapter meeting at Tsidi To'ii (Birdsprings) Chapter, Navajo Nation, where a quorum was present and that the same was passed by a vote of 26 in favor, 0 opposed, and 3 abstained, this 21 day of March 2017.

Motioned by: Marie Moore

Seconded by: Irene Meabe

Chapter President

Bessie McCabe
Chapter Vice-President

Betty S Begay
Chapter Secretary/Treasurer

Chapter Grazing Official

Council Delegate

Tsidi To'ii Chapter * HC-61, Box K *Winslow, Arizona 86047
☎ (928) 686-3266 * FAX (928) 686-3269

RESOLUTION OF

JEDDITO CHAPTER

THE NAVAJO NATION

JEDDITO CHAPTER
P.O BOX 798
KEAMS CANYON, ARIZONA 86034
TEL: (928) 738-2276 Fax: (928) 738-5455

RESOLUTION OF THE JEDDITO CHAPTER

JEDD-10-23-16-004

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.

WHEREAS:

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people; and
2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
3. The Jeddito Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Jeddito Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the Jeddito has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs services, functions and activities to the residents of the Jeddito Chapter and others in the southwest region of the Navajo Nation; and
6. By Jeddito Chapter resolution **JEDD-10-23-16-004**, the Jeddito Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Services through September 30, 2010 pursuant to NNC Resolution CJY-33-10; and
8. WIHCC desires to extend its existing authority to compact with the Indian Health Services indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning,

design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Jeddito Chapter supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the Jeddito Chapter at which a quorum was present and that the same was passed by a vote of 18 in favor, 0 opposed, and 2 abstained, that 23rd day of October, 2016.

Motioned By: Laverne Yazzie

Second By: Helena Carl

Terry J. Yazzie, President
Jeddito Chapter

RESOLUTION OF

INDIAN WELLS CHAPTER

THE INDIAN WELLS CHAPTER OF THE NAVAJO NATION

RESOLUTION OF THE INDIAN WELLS CHAPTER

Resolution No:IWC-17-242

A RESOLUTION IN SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.

WHEREAS:

1. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people; and
2. The Navajo Nation is a federally recognized Indian Tribe with a historic and ongoing government to government relationship with the United States of America; and
3. The Indian Wells Chapter is a chapter of the Navajo Nation and is provided health care services by the Winslow Indian Health Care Center ("WIHCC"); and
4. The WIHCC has successfully provided health care programs, functions, services and activities to the Indian Wels] Chapter since September 1, 2002; and
5. By previous Chapter resolutions, the [name of Chapter] has supported WIHCC in contracting and compacting with the Indian Health Service pursuant to the Indian Self-Determination Act to provide programs, services, functions and activities to the residents of the Indian Wells Chapter and others in the southwest region of the Navajo Nation; and
6. By Indian Wells Chapter resolution #IWC17-242, the Indian Wells Chapter supports WIHCC compacting for the design and construction of the Dilkon Alternative Rural Health Center; and
7. WIHCC is currently designated as a tribal organization and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and
8. WIHCC desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to prepare to and compact for the planning, design and construction of the Dilkon Alternative Rural Health Center, which is estimated to take approximately four to five years to complete.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Indian Wells Chapter supports extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact pursuant to the Indian Self-Determination Act with the Indian Health Service for all programs, functions, services and activities, and associated funds, for which WIHCC is eligible, including the planning, design and construction of health facility construction projects within WIHCC's service area, in NNC Resolution CJY-33-10, indefinitely, and unless rescinded by the Navajo Nation Council.

CERTIFICATION

We hereby certify that the foregoing resolution was duly considered at a duly called meeting of the [name of Chapter] at which a quorum was present and that the same was passed by a vote of **14** in favor, **00** opposed, and **08** abstained, that **21st** day of **March, 2017.**

Motion By: Lorena Jackson

Second By: Betty Rose Charley

Benson Stewart, Chapter President
Indian Wells Chapter

RESOLUTION OF

WHITE CONE CHAPTER

WHITE CONE CHAPTER
28 N. HWY 77 PMB 5120
Holbrook, Arizona 86025
Telephone: (928) 654-3900
Fax: (928) 654-3901

RESOLUTION OF THE WHITE CONE CHAPTER
WCC-2017-04-003

SUPPORT OF EXTENDING THE WINSLOW INDIAN HEALTH CARE CENTER'S DESIGNATION AS A TRIBAL ORGANIZATION AND AUTHORIZATION TO COMPACT UNDER TITLE V OF THE INDIAN SELF DETERMINATION ACT WITH THE INDIAN HEALTH SERVICE PURSUANT TO NNC RESOLUTION CJY-33-10 INDEFINITELY, UNLESS RESCINDED BY THE NAVAJO NATION COUNCIL.

WHEREAS:

1. White Cone Chapter is a duly recognized chapter of the Navajo Nation Government, pursuant to the Navajo Nation Council Resolution CAP-34-98, known as the *Navajo Nation Local Governance Act* and herein codified in Title Twenty-six (26) of the *Navajo Nation Code*; and

2. Pursuant to Title Twenty-six (26) of the *Navajo Nation Code* allows White Cone Chapter to make decisions over local matters. This authority, in the long run, will improve community decision making, allow communities to excel and flourish, enable Navajo leaders to lead towards a prosperous future, and improve the strength and sovereignty of the Navajo Nation. Through adoption of this Act, White Cone Chapter is compelled to govern with responsibility and accountability to the local citizens; and

3. The Navajo Nation, since time immemorial, has exercised its sovereign rights of self-government on behalf of the Navajo people and is a federally recognized Indin Tribe with a historic and ongoing govenment to government relationship with the United States of America; and

4. The Winslow Indian Health Care Center provides health care programs, functions, services and activities to the White Cone Chapter community members; and

5. Winslow Indian Health Care Center is currently disgnated as a tribal organiztion and authorized to compact with the Indian Health Service through September 30, 2020 pursuant to NNC Resolution CJY-33-10; and

6. Winslow Indian Health Care Center desires to extend its existing authority to compact with the Indian Health Service indefinitely, subject to the authority of the Navajo Nation to rescind such authority, for various purposes, including to provide stability of the clinical programs and services.

7. The White Cone Chapter community recognizes the need for continued health care services and compactiag for the design and construction of the Dilkon Alternative Rural Health Center.

NOW THEREFORE BE IT RESOLVED THAT:

1. The White Cone Chapter supports of extending the Winslow Indian Health Care Center's designation as a tribal organization and authorization to compact under Title V of the Indian Self Determination Act with the Indian Health Service pursuant to NNC resolution CJY-33-10 indefinitely, unless rescinded by the Navajo Nation Council.

CERTIFICAITON

I hereby certify that the foregoing resolution was duly considered by the community members of White Cone Chapter at a duly-called meeting at White Cone, Navajo Naiton (Arizona, at which a quorum was present and that same was passed by a vote of 32 in favor, 0 opposed, 9 abstained, on this 19th day of April 2017.

Motion: Henry Attakai
Second: Johnson Williams

Jonathan Lewis, President
White Cone Chapter

Bennett Chatter, Vice President
White Cone Chapter

Lavida B. Maestas, Secretary/Treasurer
White Cone Chapter

NAVAJO NATION
CORPORATION CODE

CERTIFICATE OF GOOD STANDING

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, the Director of the Business Regulatory Department, DO HEREBY CERTIFY that

WINSLOW INDIAN HEALTH CARE CENTER, INC.
File Number: 100566

a Corporation organized under the laws of the Navajo Nation Corporation Act, did incorporate on February 16, 2001.

I FURTHER CERTIFY that this corporation has filed all affidavits and annual reports and has paid all annual filing fees required to date and, therefore, is in good standing within the Navajo Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navajo Nation Corporation Code. Done at Window Rock, the Capital of the the Navajo Nation, this 15th day of February, 2018 A.D.

Beverly J. Coho
Director, Business Regulatory
Division of Economic Development

7306 BUTLER'S

NAVAJO NATION
CORPORATION CODE

CERTIFICATE OF GOOD STANDING

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, the Director of the Business Regulatory Department, DO HEREBY CERTIFY that

WINSLOW INDIAN HEALTH CARE CENTER, INC.
File Number: 100566

a Corporation organized under the laws of the Navajo Nation Corporation Act, did incorporate on February 16, 2001.

I FURTHER CERTIFY that this corporation has filed all affidavits and annual reports and has paid all annual filing fees required to date and, therefore, is in good standing within the Navajo Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navajo Nation Corporation Code. Done at Window Rock, the Capital of the the Navajo Nation, this seventh day of February, 2017 A.D.

Clarence Chee
Director, Business Regulatory
Division of Economic Development

7306 BUTLER'S

Tuesday, March 27, 2018 11:28am via Email

Yesterday certain members of the DHCSC and WIHCC BOD met with Dr. Segay in Window Rock. We discussed the advocacy and construction of the DHC issues. Honorable Lee Jack, Sr. had originally requested the meeting of President Begaye but the meeting was referred to Dr. Segay from OPVP. Mr. Lee Jack insisted a meeting still needed to happen with the President and was able to obtain another schedule to meet with the president on Friday, March 30 at 8:30 am. Dr. Segay was informed of this additional schedule and stated she would return earlier from Washington to attend this Friday morning meeting. This meeting is now cancelled.

I believe she had a meeting with her staff following her meeting with DHCSC/WIHCC BOD and from there she called Mr. Lee Jack requesting to cancel Friday's meeting with the president to which Mr. Jack concurred. Mr. Jack informed Mr. Thomas, Lorenzo Lee, Mr. Freddie and myself of this development later in the afternoon. She also called me to inform me of the cancellation as well. She cited the need to secure an updated IHS Annual Facilities Planning breakdown first to get a definite budget for the Dilkon Health Center and other NN health care facilities before initiating meeting with the president. She stated the advocacy might not even be necessary in case DHC be end up being fully funded. She did say she spoke with Brian Johnson and got from him the NOFA will not be issued soon as the letter from Mr. Salabye to President Begaye stated. IHS Headquarters will be begin the budgeting process for the health care facilities beginning this Friday I believe she stated but it will be awhile until the facilities planning budget is released. Dr. Segay did express some support for the compacting the construction by WIHCC but she wanted to help strategize in how to present to the president. The rationale for compacting cannot be based on funding issues alone like ability to retain any cost savings from the project; or the ability to collect interest revenues or taxation avoidance. Some fundamental reasons should be how a '638 entity construction is more beneficial; i.e. more flexibility to expand or to incorporate needs like cafeteria, veterans health care services, other specialized health care, etc. where cost savings isn't the primary reason why WIHCC should construct the DHC.

The DHCSC members still need to be informed of the Friday's meeting cancellation as well but this is basically to inform WIHCC BOD and administration of the meeting cancellation for Friday. If any questions, please do not hesitate to call or email.

Elmer Clark, Planner

Dilkon Health Steering Committee and NDOH Executive Director- Dr. Glorinda Segaye
February 6, 2018
Meeting started at 10:25 AM

LeRoy Thomas, Sally Ann Dick, Manuel Shirley, Rosie Sekayumptewa, Sheila Manuelito, Jim Charles Store,....Dilkon Chapter President, Lorenzo Lee, WIHCC Liaison, John R Nells

NDOH Rep- Sylvia Etsitty, Henry Hank Haskie, Curtis B

1. Opening of Meeting, Dr. Segaye welcomed all in attendance and gave time to meet through introductions:
2. Introductions: Introductions were made around the table.
3. Purpose- LeRoy Thomas, President of Dilkon Steering Committee... In 2010 I became the Dilkon Steering Committee chairperson, Mr Anselm Roanhorse used to come and meet with us, sharing with us responsibilities and other encouragements, back then he promoted advocacy trips and likewise. We look to you to carry this continued efforts. District 5 & 7 in a joint meeting, with one main promotion, to bring water to the communities in these districts. Money and financial concerned was a big factor, and through working relations, we were able to agree on bringing a humongous efforts in our midst. We are now pursuing the Dilkon Health Center; Feb 7&8, in Winslow we are having the Design/Architect meeting to continue phasing into reality what the health center will look like. Previous important meetings occurred with pertinent information and decisions. A couple of years ago President Russell Begay met with us at a joint Steering Committee and WIHCC Annual meeting at Fort McDowell. At which he stated his full support and promised financial assistance to promote the Dilkon Health Center endeavor.

Sylvia is also instrumental in assisting us. also Theresa Galvin... at the Fort McDowell meeting the president provided us some stipend funded which we never had. Everyone of the Steering Committee members have been on volunteer basis.

4. FY 2018 Advocacy Trip- Sylvia Etsitty- Haskie- we are trying to stay on top of things and the forward going processes, mainly for advocacy Trip. President Trump and Washington has not decided on budgets that will facilitate our requests. FY 2019 budgets will need to be in place before we further support these initiatives . The goal is that the health facilities is completed with successes. So budget appropriations to fund the project is needed... both the health center and the staff housing... there was a question if $50M would be available... currently we understand from IHS that that amount is not yet available. Everything is based on what is to be appropriated and funding sources available.

a. DHCSC Proposal Regarding Trip- Elmer Clark.... ever since you took this office position it looks like we've never had the chance to really meet to focus on what we are doing for the Dilkon project... with all efforts put forth, the PJD and POR were worked on and finalized. In that we started with the figure of $187M health center project, however that increased to $201M. In our meetings we contracted with a architect firm Childers from Arkansas and their partner HSK from Scottsdale, AZ. The current project is underway,,, next years request is $94.8M... Last year through Council Delegate Lee Jack Sr., he made $10,000.00 available from NDOH funding sources for continued advocacy. Somehow, we were denied participating in the advocacy for the ongoing solicitation for the Dilkon Health Center, we are here to ask that that does not happen again. We know this is needed. We come to you Dr. Segaye, for this grassroots committee and help us facilitate this continued project. The time frame is important for March or April 2018 advocacy trip. The $10,000.00 that's made available to us we want to begin making and preparing for the trip. We have four persons whom will be representing and they are Steering Committee President LeRoy Thomas, Secretary/Treasurer Rosie Sekayemptewa, Sally Ann Dick and myself as Planner. Yesterday Mr Jerry Freddie was selected from WIHCC BOD to represent the board and especially to represent Dilkon, the host community. We've run into the issue to Gov't of Gov't

emphasis and that makes matters difficult. We'd like to have one tribal elected official to tag along to make the trip even more effective, possibly Mr. Jonathan Nez, VP. The past Friday, Feb 2, 2018 the WIHCC Board of Directors in a duly called meeting, approved the Resolution Requesting and Recommending the US Senate and House of Representatives; Office of Management and Budget and Health and Human Services Department to Support and Approve the Final Funding for the Construction of the Dilkon Health Center in the Amount of $94.8M in Fiscal Year 2019. It's initiatives like this we need to keep promoting and that can only happen through advocacy.

Also, this coming Wednesday and Thursday, February 7 and 8th, the schematics on design will be provided by the Design Team... November 2018, the target is to complete the design phase. Questions are being asked, who will construct? Who will become owners is still to be determined... These are information and factors that involve the President, Vice President of the NN and are asking if your office would facilitate a future meeting to come to the table and become aware of the Dilkon Health Center project.

The Leupp-Dilkon water project is in process also. These involve not only the water line, but water booster stations, drilling of the water location, and involving projects to assist with chapters and communities along the way. The steering committee did a lot of foot work, knocking on doors, meeting with people, some for and a few against but in reality its agreeable.

b. DHC Project Issue Paper
c. Supporting Resolutions for FY 2019 Funding
d. Need support from OPVP and NNWO

5. Requesting meeting with OPVP- LeRoy Thomas, there's a question regarding land issues with residences especially with the idea of some indicating renewal of land consent in regards to the Leupp-Dilkon waterline, etc. We are stating that previous agreements have already been made, and no sense on revisiting the work that has been completed. We need our leadership to state that so work can proceed on the waterline.

Dr. Segaye, NDOH- I'm hearing two things; 1. we want to hear updates and information, 2. the other is we have questions? Which do you want to do... ". There's a possibility that I can ask Capt. Brian Johnson, to provide information and perhaps he has the update/information you need and that can answer your questions. There would be no need to go to the presidents office ... Maybe attach information such as briefing information, documents, attachments and Resolutions that are forthcoming... the reason for denial is that the design phase, with start up was already approved by the president, and that would be your portion of work. The NN president only works through and communicates mainly by internet...I don't know about the advocacy trip, maybe wait for this after the Senate and House budget approval... and make the trip until then...

Theresa Galvin- I believe the request is that the steering committee provide information, who will be going for the advocacy trip. You need to work with Michelle Morris- (Mitch) is another person to work with. We also need a list of the steering committee members, and the communities they represent. We are in the middle of negotiations ... Next week Delegate Leonard Tsosie and I are expected to follow up with the Budget process to be made from the 2019 Budget Formula meetings we had in Flagstaff. Also, prepare a briefing packet- to be presented to Brian for his review, maybe then present it to the President. It will be at his discretion. He might want to meet only with certain individuals to finalize efforts.

6. Invitation to HEHSC to meet in Dilkon for Update- LeRoy Thomas
7. Others
8. Adjournment... Dr. Segaye excused herself at 11:46 AM. She actually closed the meeting having to leave to another meeting. The meeting concluded and we were excused...

Respectfully submitted, John Nells, WIHCC Liaison to DHCSC

ASSOCIATION OF INDIANS FOR S —DETERMINATION IN HEALTHCARE
638 Association Meeting Minutes

DATE: December 4, 2017 TIME: 9:05 am

Attendance:

Robert Salabye, President	Michael Jensen, CEO	Vacant, RNSB Board
Christopher Curley, Vice President	Sally Pete, CEO	Jamie Harvey, UNHS Board
Alvin Rafelito, Secretary/Treasurer	Lynette Bonar, CEO	Jacqueline Platero, CBNHC Board
Bucky Apache, ANSB Board	Vacant, ANSB Board	Maria Clark, CBNHC Exec Director
Victoria Began, SCAHC	Steve Titla, SCAHC Board	
Lindsay Naas, Legal	Vanessa Lee, TCRHCC EA	Dawn Williams, WIHCC EA

TOPIC	DISCUSSION	ACTION
1. Call to Order/Invocation	Meeting called to order at 9:05 a.m.	Called to order by Robert Salabye, President
2. Roll Call	Nine members were present that constituted a quorum: 1) Robert Salabye; 2) Sally Pete; 3) Christopher Curley; 4) Lynette Bonar; 5) Bucky Apache 6) Michael Jensen 7) Jaqueline Platero 8) Maria Clark	Roll Call by Christopher Curley
3. Review & approval of agenda	Presentation of the AISDH Meeting Agenda for review and approval.	Sally Pete motioned to approve the Agenda. Lynette Bonar seconded the motion. Motion carried. Vote 7-0-0; Chair not voting.
4. Review & approval of minutes from October 16, 2017	Meeting Minutes for October 16, 2017 was presented for approval.	Sally Pete motioned to approve the minutes. Christopher Curley seconded the motion. Motion carried. Vote 7-0-0; Chair not voting.
5. OLD BUSINESS		
A. Update: 501C3: Legal	Lindsay Naas presented on Update: 501C3 Legal: • Review of the Form 1023 Application for Recognition of Exemption under Section 501C3 of the internal Revenue Code. Form 990 don't need to complete don't exceed $25K. • A brief review of the Association of Indians for Self-Determination in Healthcare (AISDH) IRS Form 1023 – completed based on activities need the committees assistant o Health Summit description o Include a brief activity on our annual meeting o Add under 3rd paragraph – "National State and Tribal Members" instead of Navajo Nation Council o Also add under 2nd paragraph o Discussions on Instructions for Form 1023 – Change Part VIII: #5 to "No" • Compensation and other financial arrangements with your officers,	Jaqueline Platero motioned to Approval the 501C3 Application with modifications as discussed, Sally Pete seconded the motion. Motion carried. Vote 7-0-0; Chair not voting.

TOPIC	DISCUSSION	ACTION
	directors, trustees, employees and independent contractors o No compensation o No compensation under independent contractors (Lindsay Naas and Thomas Walker) as cost never exceeded $16K • AISDH Conflict of Interest Policy – Committee to review and approve. • Discussions on lobbing / advocacy – Expense to Ms. Naas and Mr. Walker, Form 5768 need to get familiar with regulations. Pertaining to this 638 Association. • A brief overview of the Financial data (Revenues and Expenses) • Discussion on Exempt under section 501C3 – Recommendation to answer "No" to Schedule E: #5 and answer "Yes" to #6a • Tuba City Staff will complete the Schedule E (pages 9, 10, 21) "Projected revenue for 2 years following current tax year" • Fee $850.00 to process application	Lindsay Naas will modify as discussed and will send out via email to members.
B. Bylaws: Legal	Lindsay Naas presented Bylaws and Articles of Incorporation: • Articles of Incorporation – latest copy on hand is dated Nov 28, 2007, if an older copy please informs Lindsay Naas. **a.** For clarification for members who were seated members at the time of the articles of incorporation was approved in Article VII – Incorporators **b.** Article VI – Board of Directors members need to be updated • PO Box 600, Tuba City, AZ 86045 as mailing address • Bylaws – need updated version • A brief overview of the proposed amendments to the Articles of Incorporation of the Association of Indians for Self-Determination in Healthcare (AISDH), need approval by committee. Needs to be filed with Business of Regulatory	Jacqueline Platero motioned to Approve the Resolution with amendments to the Articles of Incorporation and adopting a Conflict of Interest Policy, Sally Pete seconded the motion. Motion carried. Vote 7-0-0; Chair not voting.
C. Finance Update: A. Rafelito	Defer to next meeting.	Next Meeting
D. Proposed Health Summit: 638: LBonar & SPete	Lynette Bonar and Sally Pete presented on Proposed Health Summit 638: • Review of AISDH "Draft" Agenda • Location to be in Albuquerque, NM • Summit to be held in the Spring of 2018 (2-3 days) • Need sponsors, organizations to use own funding for advertising • Submit your suggestions to Ms. Bonar and Ms. Pete for each areas and next step to prioritize top 10, some topics suggested to promote 638: o Data Analytics - Breakout sessions (Utah) o Provider Usage of Opioid	For information only.

TOPIC	DISCUSSION	ACTION
	○ Education for Human Trafficking / Sexual Assault (Tsehootsooi) ○ Board Education on Ethics / Code of Conduct Trainings (Legal Advisory) ○ Create a chart of all 638 agencies and include Alaska (Food Sovereignty) ○ Invite Medicare / Medicaid on how to setup new services (Tuba City / Canioncito) ○ Medicare / Medicaid Update by Kim Russell ○ Credentialing Process ○ Quality Advocate (Utah) ○ Financial – Training for Healthcare Finance (Canioncito) ○ Human Resources – Adjudication Process (Employee) Request a Pre-Conference with Alva Tom.	
E. **Public Safety Facilities: Resolution: LBonar**	Lynette Bonar presented on Public Safety Facilities: Resolution: • TO THE NAVAJO NATION GOVERNMENT TO MEET ITS BASIC GOVERNMENTAL DUTY AND OBLIGATION TO NAVAJO PEOPLE BY CONSTRUCTING, STAFFING AND FUNDING PUBLIC SAFETY SUB-STATIONS TO PROVIDE BASIC PUBLIC SAFETY SERVICES, INCLUDING POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY TRANSPORTATION SERVICES TO THE COMMUNITY OF KAIBETO AND OTHER SIMILAR RURAL COMMUNITIES ON THE NAVAJO NATION	For information only.
F. **NNDOH Update: Dr. GSegay**	Dr. Glorinda Segay presented on NNDOH Update: • Health Board from Indian Health Services (IHS) – Stand still for now will be further discussed • Public Health Forum on Medical Malpractice - three locations left • Genetic Research – Work group developed by Walter Phelps there might be a consensus not to have on the Navajo Reservation • Non-Emergent Transportation – There have been some accidents reported caused by Non-Emergent Transportation drivers, a meeting was held with the Arizona Health Care Cost Containment System (AHCCCS) and workgroup. Policy was implemented and proposed to hold a driving class according to the state statues with Utah and New Mexico and now working with Arizona • TCRHCC Wellness Center – Discussion on collaboration • Draft 638 Regulation – What can Navajo Nation Department of Health (NNDOH) help to address issue i.e. malpractice, customer service? According to regulation all 638 are to report to the Health, Education& Human Services Committee (HEHSC), complaints have been reported	For information only.

TOPIC	DISCUSSION	ACTION
	• New Chief of Staff is Clara Pratte • Planning on hiring a Chief Medical Officer • Crisis Response Team – Suicide working with Police Department • Repeated offenders – most are public intoxication • Data Request – Appreciate receiving last minute request o Need Opioid Data – Navajo Nation sits on the meeting • Hot Issues narrative was submitted to Sally Pete, CEO as requested • NDOH has a Facebook and events and accomplishments are being posted Comments / Questions: • NDOH is here to help and answer questions • Navajo Nation President issued a letter to Albuquerque on which community is under Albuquerque Area.	
6. AISDH BOD BUSINESS:		

G. CEO Report	Lynette Bonar, CEO, TCRHCC reported on the following:
	• Monday last week – TCRHCC provided a report to HEHSC
	  o Patient Complaint / Quality Care
	  o Investment Policy
	  o Annual Reports
	  o BIA Land
	
	Sally Pete, CEO, WIHCC reported on the following:
	• An overview of Hot Issues presented at the NAIHS Budget Formulation
	• New Dental Building Update
	• Dilkon Health Center Project Update
	• Code Silver Incident Update
	• A brief report on meeting with Winslow Police Department regarding jurisdiction
	• 638 Reauthorization for WIHCC
	• GRSSC Reconciliation Meeting
	
	Maria Clark, CEO, CBNHC reported on the following:
	• Revenue $1.1M
	• Construction awarded $2M
	• A1C decrease in patients
	• An update on Opioid
	• A brief update on Eastern Agency Meeting
		Jacqueline Platero motioned to accept report. Seconded the motion by Michael Jensen. Motion carried. Vote 7-0-0; Chair not voting.

TOPIC	DISCUSSION	ACTION
	Sandi Aretino, CEO, FDIHB reported on the following: • Updated provided below Michael Jensen, CEO, UNHS reported on the following: • Expansion • Grant Writing	
H. **Tsehootsooi Medical Center: Facility Presentation: Capt. Sandra Aretino**	Dr. Sandra Aretino, CEO presented on Tsehootsooi Medical Center: Facility Presentation: *(PowerPoint will be sent via e-mail)* • Introduction and background • Mission Statement • $78M for 2017 • 245,000 Square Feet • An overview of Community Served • 900+ employees • Partner with Studer Group (contracted ended) – Employee Forum. Monthly rounding's • Inpatient Services for students (12 weeks) / Intensive Care Unit • Outpatient Services / Traditional Healing / Family Advocacy Center for sexually assault patients • Ancillary Services – (2) mobile units go to the chapters, health fair, flu shots, education, exams • Community Outreach • Multi Media Nahata Dzil: • An overview of the services provided • Hearing Aids – waiting list was an issue but currently fully funded • Patient Encounter Data ○ Number of visits • Wellness Center / Rehabilitation Services concept to be a holistic approach • Hogan – Traditional Healer • Challenges – Housing for providers, land around facility (can we build on the land) build two bedroom duplex 12 new employee homes will open in the new year • Turned the Physical Therapy to an Observation beds Comments / Questions: • Services provided are opened to other areas • Tsehootsooi opens invitation to 638 facilities to tour site and collaborate	For information only.

TOPIC	DISCUSSION	ACTION
	and 638 invites Tsehootsooi to join the 638 Association	

I. **San Juan Regional Medical Center: Facility Presentation: Ervin Chavez**	Ervin Chavez and Todd Bille presented on San Juan Regional Medical Center: Facility Presentation:
	• Overview of San Juan Regional Medical Center (community owned non-profit – 194 beds)
	  o Inpatient Services
	  o License at a Level III Trauma Center but functions as a Level II, certification requirements is physicians need to be within distance
	  o San Juan Regional Rehabilitation Hospital – 10 beds
	  ▪ Need to meet the requirements
	• Accreditation by Det Norske Veritas (similar to Joint Commission)
	• Four Corners Region Coverage (cover 100 – 150 miles with transportation)
	• Mindful design for Patient Population – with balcony, meditation room designed of a Hogan.
	• Outpatient Ambulatory Care
	  o San Juan Health Partners – 130 providers
	  o Cardiology Program / Recognition
	  o Neurosciences Program – will be fully staffed with (3) physicians
	• Received several awards
	• Vision: "To deliver world class health care at a community level"
	
	Comments / Questions:
	• Work close with Shiprock Medical Center
	• Would like to know the resources and guidance of the 638 facilities and IHS provides
	• San Juan will be going active with Telemedicine with Neurology Program by the end of December 2017; some challenges have to do with medical licensing.
	• Health Fairs – San Juan can do free helicopter rides and education
	• San Juan works with $250M annually
	• Centers for Medicare & Medicaid Services (CMS) Cooperative Agreements – San Juan don't know the status, challenges is to respond earlier of the disease
	• Mr. Bille would like to do a site visit to the 638 facilities and build a good working relationship
	• San Juan is currently negotiating with AZ reimbursement guidelines and policies with Medicare patients, in the process to getting physicians accredited with AZ
		For information only.

J. **Update: Overview AZ**	Kim Russell presented Update: Overview AZ Medicaid Advocacy:	For information only.

TOPIC	DISCUSSION	ACTION
Medicaid Advocacy: Kim Russell, Exec Director	• Introduction of Agency and History • Introduction of the Council Members • Statue Agency – advocacy *(Amend new and existing laws)* ○ A brief overview of the Amendment state law SB 1092 - drafted language bill hasn't dropped ○ A discussion on policy Care Coordination Agreements 100% FMAC four walls of the facility ○ A brief overview on concept for the Legislation 2016 by CMS – Cost spent on Native Americans (FY 2016 - State / Federal spent $839M) All Medicaid cost $1B. Discussion on Direct Funding. A recommendation to present to the HEHCS members. At the local level we can support by resolution. Comments / Questions: • Ms. Russell will be sitting on the Inter-Tribal Advisory (ITA) agenda to work with other tribes	Information will be sent out via e-mail to CEOs by Kim Russell
E. Other:	No other items presented.	None.
A. Announcements	○ Shiprock and Red Mesa are talking about going 638	
V. Adjournment	Jacqueline Platero motioned to adjourn meeting at 2:06 PM. Motion seconded by Michael Jensen. All in favor. Meeting adjourned.	

Submitted by: Dawn Williams Approved: Vote:

NAVAJO NATION
DEPARTMENT OF
HEALTH

ANNOUNCEMENT

"Collaborating Holistic Health Care by Uniting Health Providers"

NAVAJO NATION

Public Health SUMMIT

NAVAJO NATION MUSEUM AUDITORIUM

WINDOW ROCK | ARIZONA

Thursday, October 5, 2017

&

Friday, October 6, 2017

Register at:
www.nndoh.org

The Summit will convene the Navajo Health Care Network including the Navajo Area IHS, 638 Health Facilities, Navajo Department of Health, Navajo Division of Social Services, Navajo Division of Public Safety, and other Health Providers.

At the NAVAJO NATION MUSEUM

Window Rock, AZ

Any questions, please contact the Navajo Department of Health at (928) 871-6350

Navajo Department of Health is NOT responsible for loss due to accidents, theft, bodily injury, or loss of life or property.

Also visit for further updates: **www.nndoh.org**

NAVAJO NATION DEPARTMENT OF HEALTH

NAVAJO NATION PUBLIC HEALTH SUMMIT

"COLLABORATING HOLISTIC HEALTH CARE BY UNITING HEALTH PROVIDERS"

OCTOBER 5-6, 2017
NAVAJO NATION MUSEUM AUDITORIUM
WINDOW ROCK, ARIZONA

AGENDA

THURSDAY, OCTOBER 5, 2017

7:00AM	FUN WALK *SPONSORED BY NAVAJO NATION CHR PROGRAM (GALLUP)*
8:15AM	REGISTRATION
	EXHIBIT BOOTHS/HEALTH SCREENINGS
9:00AM	INVOCATION
9:15AM	WELCOME ADDRESS *HONORABLE PRESIDENT RUSSELL BEGAYE* *THE NAVAJO NATION*
9:30AM	NAVAJO DEPARTMENT OF HEALTH *DR. GLORINDA SEGAY, EXECUTIVE DIRECTOR*
9:50AM	NAVAJO AREA INDIAN HEALTH SERVICE *CAPT BRIAN K. JOHNSON, ACTING AREA DIRECTOR*
10:10AM	BREAK
10:25AM	ENTERTAINMENT – SINGING GROUP *WIDE RUINS COMMUNITY SCHOOL, WIDE RUINS, AZ*
10:45AM	NAVAJO DIVISION OF PUBLIC SAFETY *JESSE DELMAR, EXECUTIVE DIRECTOR*

NAVAJO NATION DEPARTMENT OF HEALTH

NAVAJO NATION PUBLIC HEALTH SUMMIT

"Collaborating Holistic Health Care by Uniting Health Providers"

11:00AM NDOH Program Updates (1)

Food Distribution Program
Claudeen Tallwood, Program Manager

Special Diabetes Project
Charlotte Francis, Delegated Program Manager

Women, Infants & Children Program
Hank Haskie, Program Manager

Navajo Food Access Navigation (FAN) Program
Shirley A. McKinley, Delegated Program Manager

New Dawn Program
Harry Tom, Program Supervisor

12:00PM LUNCH (on your own)

1:15PM Navajo Area Indian Health Service Health Facilities

Chinle Comprehensive Health Care Facility
Ron Tso, Chief Executive Officer

Crownpoint Healthcare Facility
Anslem Roanhorse, Jr., Chief Executive Officer

Gallup Indian Medical Center
Vida Khow, Chief Executive Officer

Kayenta Health Center
Priscilla Whitethorne, Chief Executive Officer

Northern Navajo Medical Center
Fannessa Comer, Chief Executive Officer

3:00PM BREAK

NAVAJO NATION DEPARTMENT OF HEALTH

NAVAJO NATION PUBLIC HEALTH SUMMIT

"Collaborating Holistic Health Care by Uniting Health Providers"

3:15PM NDOH Program Updates (2)

Public Health Emergency Preparedness Program
David Nez, Department Manager

Kayenta Public Health Nursing
Ruth White, Acting CHN Director

CHR/Outreach Program
Mae-Gilene Begay, Department Manager

Office of Environmental Health
Herman Shorty, Program Supervisor

4:00PM Q&A Session

4:30PM Recess

Friday, October 6, 2017

7:00AM Fun Walk
Sponsored by Navajo Nation CHR Program (Gallup)

8:15AM Registration

8:30AM Invocation
Crystal Littleben, Miss Navajo Nation 2017-2018

8:45AM Welcome Address
Honorable Jonathan Hale, Council Delegate, 23rd Navajo Nation Council
Health, Education and Human Services Committee Chair

9:00AM Medicaid Updates
Arizona Health Care Cost Containment System
New Mexico Human Services Department
Utah Department of Health

NAVAJO NATION DEPARTMENT OF HEALTH

NAVAJO NATION PUBLIC HEALTH SUMMIT

"Collaborating Holistic Health Care by Uniting Health Providers"

10:00AM BREAK

10:15AM ARIZONA DEPARTMENT OF HEALTH SERVICES
Michael Allison, Native American Liaison

10:35AM NDOH PROGRAM UPDATES (3)

EPIDEMIOLOGY CENTER
Ramona Antone Nez, Director

OFFICE OF URANIUM WORKERS
Sylvia A. Tyler, Program Manager

BREAST & CERVICAL CANCER PROJECT
Curtis Briscoe, Acting Program Supervisor

OFFICE OF PLANNING, RESEARCH & EVALUATION
Sylvia M. Haskie, Acting Program Evaluation Manager

11:15AM NAVAJO DIVISION OF SOCIAL SERVICES
Terrelene G. Massey, J.D., Executive Director

11:30AM NDOH PROGRAM UPDATES (4)

DEPARTMENT OF BEHAVIORAL HEALTH SERVICES
Theresa Galvan, Health Services Administrator

HEALTH EDUCATION PROGRAM
Phílene Herrera, Program Manager

NAVAJO AREA AGENCY ON AGING
Lucinda Martin, Health Services Administrator

12:00PM LUNCH (ON YOUR OWN)

NAVAJO NATION
DEPARTMENT OF
HEALTH

NAVAJO NATION PUBLIC HEALTH SUMMIT

"COLLABORATING HOLISTIC HEALTH CARE BY UNITING HEALTH PROVIDERS"

1:15PM **638 HEALTH FACILITIES**

TSEHOOTSOOI MEDICAL CENTER
CAPT SANDRA ARETINO, CHIEF EXECUTIVE OFFICER

SAGE MEMORIAL HOSPITAL
CHRISTI EL-MELIGI, RN, CHIEF EXECUTIVE OFFICER

UTAH NAVAJO HEALTH SYSTEMS
MICHAEL JENSEN, CHIEF EXECUTIVE OFFICER

WINSLOW INDIAN HEALTH CARE CENTER
SALLY PETE, RN, CHIEF EXECUTIVE OFFICER

TUBA CITY REGIONAL HEALTH CARE CORPORATION
LYNETTE BONAR, RN, CHIEF EXECUTIVE OFFICER

3:00PM **BREAK**

3:15PM **Q&A SESSION**

3:30PM **CLOSING REMARKS**
DR. GLORINDA SEGAY, EXECUTIVE DIRECTOR
NAVAJO DEPARTMENT OF HEALTH

3:45PM **BENEDICTION**

ADJOURN

1

HOLISTIC PRACTICES BY WINSLOW INDIAN HEALTH CARE CENTER

Public Health Summit
October 5 & 6, 2017

2

WIHCC FACILITIES

1931 Winslow Indian Hospital (86 Years ago)

3

WIHCC BELIEFS:

Mission

Accessible, quality, and cost effective health care

Vision

A healing and harmonious environment in partnership with communities.

Values

Hozhojíí doo K'e

(Harmonious Relationships)

WIHCC

Hozhoogi doo K'e

4

Board of Directors

- Robert Salabye, Whitecone Chapter
- Charles "Jim" Store, Leupp Chapter
- John R. Nells, Teesto Chapter
- Velma Huskey, Tolani Lake Chapter
- Jerry Freddie, Dilkon Chapter
- Mary Ann Begay, Indian Wells Chapter
- Martin J. Bahe, Jeddito Chapter
- Vacant, Birdsprings Chapter

Executive Management Team

- Sally N. Pete, CEO
- Dr. Frank Armao, CMO
- Valerie Kelley, CNE
- Peter Laluk, Director of Quality Mngmt
- Ray Bedoni, Facility Manager
- Roderick Antone, Director, CHS
- Margaret Joe, Acting CFO
- Luciana Frank, Human Resources Director
- Dr. Matthew Sutton, Chief of Staff

WIHCC | WINSLOW INDIAN HEALTH CARE CENTER

5

WIHCC Accredited by AAAHC

January 9, 2015

Organization #: 21591
Organization: Winslow Indian Health Care Center
Address: 500 North Indiana Avenue
City, State, Zip: Winslow, AZ 86047-2169

Decision Recipient: Dynane Medina-Jarrin, RN
Survey Date: October 30-31, 2014 Type of Survey: Re-Accreditation

Accreditation Term Begins: November 10, 2014 Accreditation Term Expires: November 9, 2017

Accreditation Renewal Code: 4959ear71591
Complementary study participation code: 21591FREEIQI

Granting accreditation reflects confidence, based on evidence from the recent survey that you meet, and will continue to demonstrate throughout the accreditation term, the attributes of an accreditable organization, as reflected in the standards found in the *Accreditation Handbook for Ambulatory Health Care*. The dedication and effort necessary for an organization to be accredited is substantial and the compliance with these standards implies a commitment to continual self-evaluation and continuous improvement.

We hope the survey has been beneficial to your organization in identifying its strengths and opportunities to improve. AAAHC trusts that you will continue to find the accreditation experience meaningful, not only from the benefit of having carefully reviewed your own operation, but also from the recognition brought by your participation in this survey process.

Members of your organization should take time to review your Survey Report, which may arrive separately.

- Any standard marked "PC" (Partial Compliance) or "NC" (Non-Compliance) must be corrected promptly. Subsequent surveys by the AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
- The Summary Table provides an overview of compliance for each chapter applicable to the organization.
- Statements in the "Consultative Comments" sections of the report represent the educational component of the survey. Such comments may provide helpful guidance for improvement.
- As a guide to the ongoing process of self-evaluation, periodic review of the Survey Report and the current year's *Handbook* will ensure the organization's ongoing compliance with the standards throughout the term of accreditation.

AAAHC policies and procedures and standards are revised on an annual basis, such revisions become effective March 1 each year. Accredited organizations are required to maintain their operations in compliance with the current AAAHC standards and policies. Therefore, the organization is encouraged to visit the AAAHC website, www.aaahc.org, for information pertaining to any revisions to AAAHC policies and procedures and standards.

In order to ensure continuation of accreditation, your organization should submit an application for survey approximately five months prior to your accreditation expiration. According to our *Accreditation Handbook*:

> *Currently-accredited organizations must complete and submit the Application for Survey, supporting documentation and application fee for their subsequent full accreditation survey (referred to as a re-accreditation survey). Please visit www.aaahc.org to complete the Application for Survey and for further information. After review of an organization's completed Application for Survey and supporting documentation, the AAAHC will contact the organization to establish survey dates. To prevent a lapse in accreditation, an organization should ensure that all documentation is submitted to the AAAHC at least five (5) months prior to*

Organization #: 21591 Accreditation Expires: November 9, 2017
Organization: Winslow Indian Health Care Center
January 9, 2015

submit the completed Application for Survey and other required documentation a minimum of six (6) months prior to its accreditation expiration date.

For submission of an application for survey, your organization will need the "accreditation renewal code" located underneath the accreditation expiration date.

You will notice that you were a "complementary study participation code" at the top of this letter. You may use this to register for one of the AAAHC Institute for Quality Improvement's studies. Please visit www.aaahc.org/institute for additional information or contact Michelle Chappell, at 847-734-7747 or mchappell@aaahc.org.

If you have any questions or comments about any portion of the accreditation process, please contact the AAAHC Accreditation Services department at (847) 853-6060.

Sincerely,

Winslow Indian Health Care Center Urban Health Center
500 North Indiana Avenue
Winslow, AZ 86047-2169

Winslow Indian Health Care Center - Leupp Health Center
500 North Indiana Avenue
Winslow, AZ 86047-2169

09/28/17 – 09/29/17
Successful Survey done by AAAHC

6

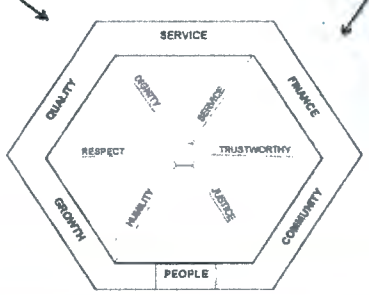
Strategic Plan Pillars

Winslow Indian Health Care Center

WIHCC BELIEFS:

Studer Group

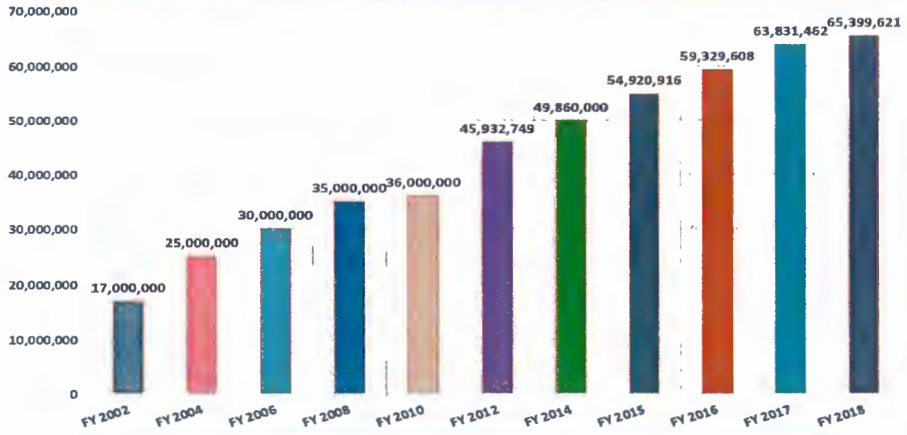
STUDER PILLARS



By incorporating WIHCC's values and the population's cultural home with Studer's pillar-model, WIHCC created their own unique model of strategic planning and code of conduct using a Navajo hogan.

7

WIHCC BUDGET - 2002 to 2018



Clean financial audits since 2003 (15 years)

8

Number of Employees

2002:
- 189 Indian Health Service staff (Civil Service and Commission Officers)

2016:
- 21 Commissioned Officers
- 1 IPA (Federal – Civil Service)
- 375 Corporate Employees
  - 308 Navajo Employees (78%)
  - 9 Non-Navajo Native Employees (2%)
  - 80 Non-Native Employees (20%)
- 438 Total Employees
- 41 Vacant positions

Grand TOTAL: 479 Positions

MEDICAL/DENTAL PROVIDERS
- 21 Physicians (1 Psychiatrist, 1 Surgeons, 1 Cardiologist, 1 Neurologist, 1 Podiatrist) (2 Vacant Positions)
- 3 Nurse Practitioners (2 Vacant Positions)
- 2 Physician Assistants
- 3 Optometrists
- 5 Physical Therapists
- 6 Dentists (2 Vacant positions)
- 4 Dental Hygienists

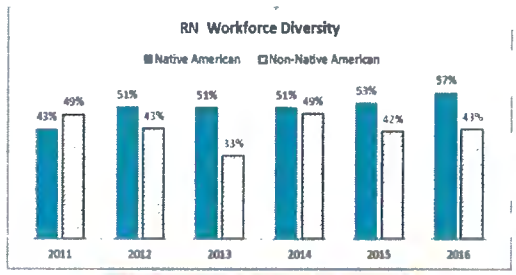
Total: 48 Provider Positions

9

Nursing Workforce Demographics

- Nursing continues to support and encourages employment of Native American nurses and students, based on Navajo Preference Employment Act.
- Nursing also continues its robust advocacy and outreach to the local Native American youths encouraging their interest in various healthcare careers and pursing higher education.

Positions	Total
Nursing Administrators	4
Supervisory Clinical Nurses	3
Clinical Care Coordinators	8
Infection Control/ Employee Health	1
Registered Nurses	28
Specialty	2
Urgent Care	11
Ambulatory Care	13
Field Clinics	2
Medical Supply Tech	1
Nursing Support staff	29
Nursing assistants	20
Nursing ancillary	4
Clinical receptionists	5
Women's Health	2
EMS- Winslow Medical Transport	7
Total	83



10

WIHCC Patient Centered Medical Home (PCMH)

- Medical home is not a location, but instead a relationship between the patient/family, provider, and healthcare team.
- A medical home team is composed of:
  - 2-3 providers (MD, FNP, PA, etc.)
  - 1 RN clinical care coordinator
  - 1 direct care RN
  - 1 nursing assistant
  - 1 shared appointment clerk
  - 1 HIM clerk
  - Shared PRC staff
- Implemented: 2013 with 2 pilot teams & 4 providers
- In 2016: currently 6 teams & 17 providers
- AAAHC Accreditation as Medical Home in 2014; *resurveyed for reaccreditation- 09/2017 for Medical Home
  - 68 standards required for Medical Home
- **Primary purpose**:
  - to improve continuity of care;
  - help the patient achieve a safer & better transitions of care;
  - improve clinical outcomes
- 2013: 5480 pts in PCMH
- 2016: 9592 pts in PCMH
- PCMH aimed at primary care and urgent care in 2013-2016
  - In 2016, added a Veterans RN clinical care coordinator, working closely with the VA and veterans in our CHSDA.
- In 2016, clinical care coordinators received NLiNC Safety and Quality Award from IHS.

AAAHC

11

Medical Care

Available at All Sites: Winslow, Dilkon, Leupp

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

- Reference: Dr. Armao

Available at Winslow only in addition to Medical Care listed on the left:

- Surgery
- Cardiology
- Optometry
- Podiatry and Wound Care
- Urgent Care - nights/weekends
- Hospital Services (LCMC)
- Medical Imaging / CT
- Laboratory
- Neurology
- Electromyography

12

Contracted Specialty Services On-Site:

- Orthopedics
- Rheumatology
- Nephrology
- Gynecology
- High Risk Obstetrics
- Perinatal Ultrasonography
- Pacemaker Clinic
- Retinal clinic

Services at Little Colorado Medical Center (LCMC)

Services	2014	2015	2016
Admissions	1,150	1,077	1006
Newborn Deliveries	137	159	132
Surgical Procedures, Endoscopies	464	507	361

3

FY-2016 Statistical Data

Out-patient services at WIHCC

• Med/Surg/Peds Clinics:	49,615
• Urgent Care:	14,668
• Dental:	15,816
• Behavioral Health:	4,625
• Optometry:	10,450
• Physical Therapy:	5,031
• Pharmacy:	73,034
Total	173,239

Medical Provider visits increased 2% over FY 2015

Reference: Dr. Frank Armao

14

Connecting Services to Veterans Needs

- Primary Care and Urgent Care Services
- Patient Centered Medical Home
  - 2015 – WIHCC approved Veterans Clinical Care Coordinator position to assist in coordinating care for veterans at WIHCC and between VA services.
- Behavioral Health
  - Counseling Services Offered
  - Could further explore VA Tele-mental health integration
- Referred Care
  - VA hospitals in Phoenix and Prescott for tertiary care
  - Substance abuse/rehabilitation/mental health at Prescott
  - Specialists at the VA for veteran needs (surgery, TBI, etc.)

Enrollment/Visits	2013	2014	2015	2016
Veterans enrolled at WIHCC	802	784	792	959
Veterans enrolled with VA Mental benefits at WIHCC	244 Veterans (2013-2015) 31% of total WIHCC Veterans population			222 (Self-reported)
Visits to WIHCC	10,716	10,424	5,208	10,580

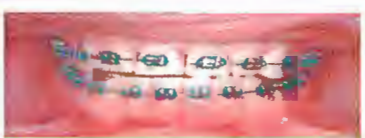
15

Dental Program

Mobile Dental Van Programs
- Sealant Program
- Head Start Program
- Dental Hygiene Program
- NAOMI House

- Periodontal clinic
  - Implants – 70 implants were place in 2016
  - Osseous Surgery
  - Crown Lengthening
- CEREC Clinic
  - provides crowns made in-house
  - increases number of prosthetics available to patients
- Orthodontic Clinic – 90 consults, available to all patients. 674 visits in 2016
  - provided in Winslow, Dilkon, Leupp
- Dental Residency Program
- Complex Endodontic treatment
- School Programs at Dilkon and Leupp
- Specialized 3D Digital Cone Beam images
- Extended Dental Clinic increases access to care
- Expanding services to local Adult Care Center
  - Winslow Campus of Care patients are seen on Tuesday mornings
  - see special needs patients for care

IMPLANTS PROGRAM
- Implant Program provides patients with another option to restore missing teeth
- Patient selection is important to have successful dental implant(s) and difficult to meet
- Maintenance of implant(s) is important for long term success of the implant(s)



ORTHO PROGRAM
- Provides ortho treatment to select patients 4 days per month
  - 2 days in Winslow, 1 day in Dilkon, 1 day in Leupp

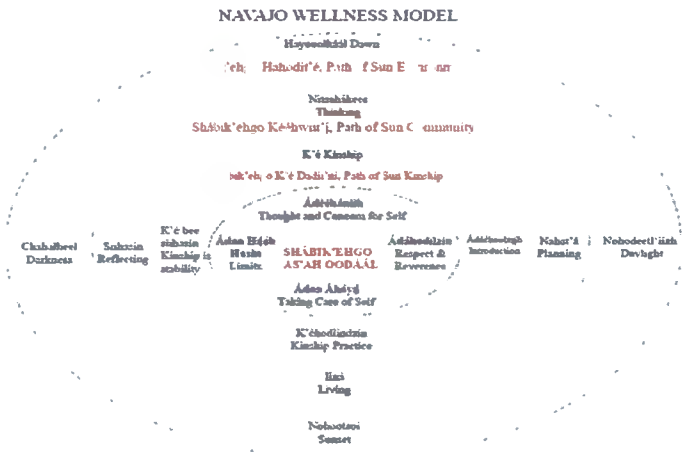
16

Navajo Wellness Model is used as Guiding Principles

- **Holistic health care services include primary, secondary, and tertiary preventions.**
  - Cultural Enrichment Education
  - Incorporated with the pillars of the WIHCC Strategic Plan
  - Traditional Medicine
  - Massage Therapy
- **The key concepts and principles of the model target health and wellness of individuals, families, communities, and environments.**
  - Strengthen family values, homes, self-identification, confidence & environment
  - Implement cultural activities e.g. shoe games, family culture nights, string games, & community gardens
- **Ke' is emphasized to define patient centered and culturally sensitive health care delivery services.**
  - Nurture cultural understanding

17

The Navajo Wellness Model:



18

Hózhǫ́ógo Iiná Wellness Center

Diabetes Grant Programs

- Concession Stand
- Diabetes Clinic
- Health & Fitness
- Nutrition Program

19

Youth Fitness Programs






20

21

Public Health Nursing

- Care across the life-span, from prenatal to elderly.
- Home visits
- School health program
- Evaluating patient's home for any barriers or obstacles that could lead to injuries or other risk factors
- Advocating for the patients and services needed
- Coordination of services with Tribal CHR program
- Coordination of services with Tribal Health Education
- Coordination of Services with Tribal STD/HIV program
- Coordination of services with Tribal TB Program
- Coordination of services with WIC
- Coordination of health services with Chapters

WIHCC | WINSLOW INDIAN HEALTH CARE CENTER

22

Health Promotion Disease Prevention (HPDP) Program

- Traditional Medicine Program
- Massage Therapy Program
- Health Education & Prevention of Disease
- Cultural Enrichment Educations
- Community-base Fitness Activities
- School Health initiatives
- Annual Wellness Conference
- Coordination of services with Tribal Behavioral Health Program

WIHCC WINSLOW INDIAN HEALTH CARE CENTER

23

Division of Environmental Health Services (DEHS)

Injury Prevention:

- Child car seat parent education and proper car seat installation in vehicle.
- Food handler training and certification
- Home or business surveys



WIHCC | WINSLOW INDIAN HEALTH CARE CENTER

24

Division of Environmental Health Services (DEHS)

- Weekly and ongoing Injury Prevention activities are implementing a Child Passenger Safety Education and providing car seats to eligible clients within our Service Area.
- Child Passenger Safety Education emphasizes on the safe and correct use of car seats and seat belts.
  - A total of 187 car seats have been distributed.
- Other activities include: injury data collection, seat belt & car seat use surveys, and identify & reduce risk factors to injuries.

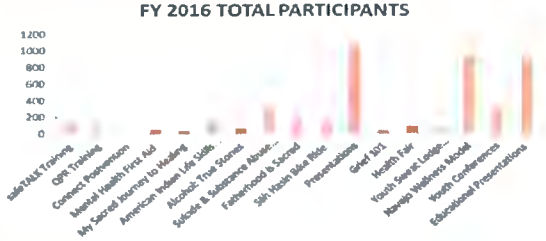
25

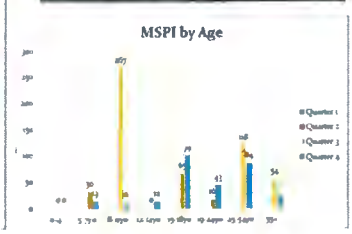
Safety Program

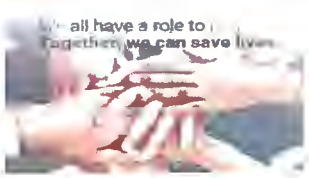
- OSHA Training
- Mass Alert system at all clinics: Winslow, Dilkon, Leupp
- Emergency Preparedness
- New hire safety orientation
- Code identification of threats, dangerous events, and/or drills

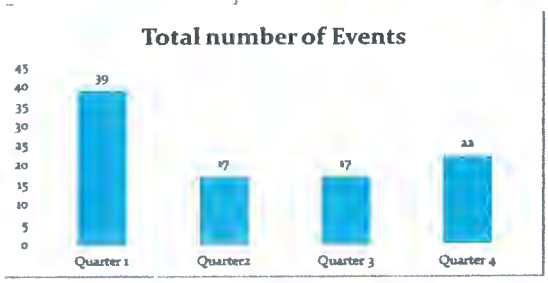
26

Meth/Suicide Prevention Initiative Activities









27

ANNUAL WELLNESS CONFERENCE

28

Collaborations with Tribal, Local, Regional, City, County, State, National.

NN Department of Health
NN CHR
NN Health Education
NN Social Hygiene
NN Building Communities of Hope
Winslow Fire Department
Winslow Police Department
Winslow Public Works
WIHCC Behavioral Health
WIHCC Nursing
WIHCC Clinical Services
Urgent Care
Other IHS or 638 Programs

Navajo County Health Department
Navajo County Board of Supervisors
AZ Health Department
AZ Immunization Program
AZ Emergency Management
Centers for Disease Control and Prevention (CDC)
WIHCC SCAN (suspected child abuse & neglect)
Northern Arizona University
Northern Arizona Health Care (FMC)
North County Health Care
Coconino County Health Department
Community Schools in Service Area

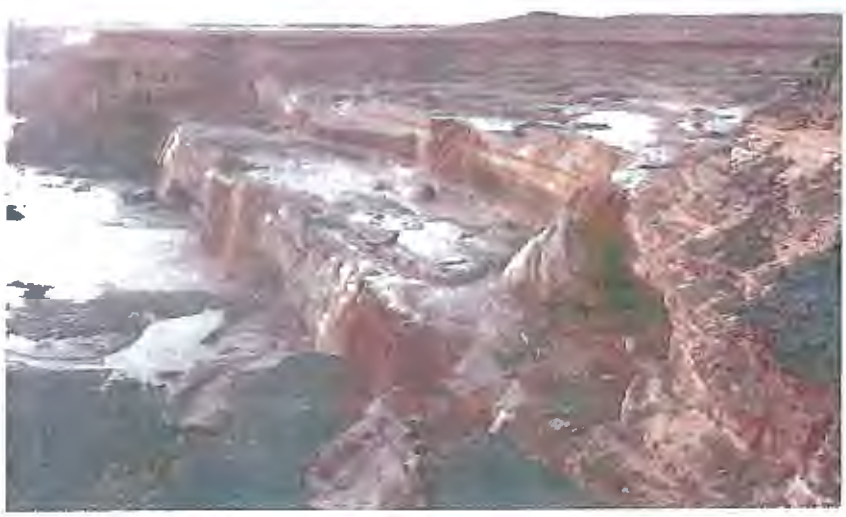
29

Dilkon Health Center project

- 2006 Program Justification Document (PJD) approved by Indian Health Service (IHS):
- 2016 PJD & Program of Requirement (POR) finalized and approved by IHS.
  - >154,000 SF
  - 109 Staff quarters
  - Level III 24-hour Emergency Room
  - 14 short stay beds: 12 beds at Dilkon & 2 beds at LCMC
- Cost Estimate: $187 million
- February 22, 2017: Navajo Nation President approved and assigned the design portion of the project to WIHCC Staff and BOD
- Title V-Construction Project Agreement (TVCPA) for design negotiated with IHS. Design Team established.
- All the applicable regulations and policies/procedures being used by the WIHCC staff to design and to contract with architectural firm and consultants to complete the design and with timeline.

30

Ahé'hee!



ASSOCIATION OF INDIANS FOR S—DETERMINATION IN HEALTHCARE
638 Association Meeting Minutes
Sky Ute Casino Resort

DATE: July 10, 2017 TIME: 8:25 am (DST)

Attendance:

☒ Robert Salabye, President, WIHCC	☒ Michael Jensen, CEO, UNHS	☐ Vacant, RNSB Board
☒ Christopher Curley, Vice President, TCRHCC	☒ Sally Pete, CEO, WIHCC	☒ Wilfred Jones, UNHS
☒ Alvin Rafelito, Secretary/Treasurer, RNSB	☒ Lynette Bonar, CEO, TCRHCC	☐ Lester Secatero, CBNHC
☐ Vacant, CEO, ANSB	☐ Vacant, Board, ANSB	☒ Jim Platero, CBNHC
☒ Lindsay Naas, Legal	☒ Vanessa Lee, EA, TCRHCC	☒ Dawn Williams, EA, WIHCC

TOPIC	DISCUSSION	ACTION
1. Call to Order	Meeting called to order at 8:25 a.m.	Called to order by Robert Salabye, President
2. Roll Call	Eight members were present that constituted a quorum: 1) Robert Salabye; 2) Sally Pete; 3) Christopher Curley; 4) Lynette Bonar; 5) Michael Jensen; 6) Wilfred Jones; 7) Alvin Rafelito 8) Jim Platero	Roll Call by Robert Salabye, President
3. Review & approval of agenda	The following agendas were presented for approval and changes made: A. July 10, 2017 – move NNDOH Update to July 11, 2017 B. July 11, 2017 – move The Future of 638 Programs to July 10, 2017 C. Add NAIHS Advisory / AISDH Resolution to increase membership under AISDH BOD Business (8.D) for action A recommendation to reaffirm Election of Officers under #5a.	Christopher Curley motioned to approve the Agenda. Michael Jensen seconded the motion. Motion carried. Vote 8-0-0; Chair not voting.
4. Review & approval of minutes	The following meeting minutes were distribute via e-mail for approval: A. March 27, 2017 B. May 19, 2017 C. June 16, 2017 D. June 28, 2017	Christopher Curley motioned to approve the meeting minutes. Sally Pete seconded the motion. Motion carried. Vote 8-0-0; Chair voting.
5. AISDH BOD BUSINESS:		
a. Election of Officers: Lindsay Naas, Legal Council	Lindsay Naas, Legal Counsel read and reviewed the Bylaws of Election of Officers: <u>Reaffirm Election of Officers effective October 1, 2015 – October 1, 2018:</u> Robert Salabye, AISDH President Christopher Curley, AISDH Vice President Darnell Maria, AISDH Secretary / Treasurer (resigned) replaced by Alvin Rafelito <u>New Voting Members on the AISDH Board:</u> Jaqueline Platero, CBNHC vice Lester Secatero Maria Clark, CBNHC vice Jim Platero Victoria "Vicky" Began, CEO, San Carlos, new member Steve Titla, Board President, San Carlos, new member Jamie Harvey, UNHS vice Wilfred Jones	Next meeting need clarification of voting members representing the following: • Steve Guerro, ANSB Board • Stanley Herrera, ANSB Board • Beverly Coho, RNSB Board Sally Pete motioned to include new members to the AISDH Board

TOPIC	DISCUSSION	ACTION
		voting member, Christopher Curley seconded the motion. Motion carried. Vote 8-0-0; Chair not voting.
6. **Invocation: AISDH BOD Volunteer**	Invocation by John Nells, WIHCC Board Member.	None.
7. **Introduction**	Introduction by members.	None.
8. **AISDH BOD Business**	**A. AISDH Bylaws Review** Lindsay Naas has no recommended changes at this time, if we come across revisions than we can go and make the changes. Bylaws were reviewed thoroughly on November 12, 2015. Only minor revision to correct page numbers at the footer. Clarification: Article III: Officers of the Board: Section 3. Selection; Term: the board members rather than the CEO would be nominated for an officer position. Annual meeting be held in September to coincide from Oct 1st to Sept 30th of each year. *"No officer may serve more than two consecutive terms"* speaking of an officer. Questions / Comments: All non-voting members in attendance have an opportunity to participate in asking questions and making comments in these discussions throughout the meeting. Forming and authorization of an Association: Managing a Healthcare is essential and don't need any authorization to form an Association. Trying to do Self-Determination to associate as a platform to advocate. Chartered under the non-profit corporation act, we don't need the Navajo Nation's authority only if this Association wants to contract or compact for something. Sally Pete gave a brief overview of the 638 Association from 2002 to present on the involvement and the experience the corporations had gone through. The three corporations (Winslow, Tuba City and Utah) have progressed working with the Navajo Nation Council Delegates and Health, Education and Human Services Committee (HEHSC). Identifiable Association Committee: For clarification the formal name under the Article of Incorporation filed with the Navajo Nation Business Regulatory Department is the Association of Indians for Self-Determination in Healthcare (AISDH). Legally under the Navajo Nation Law the organization is by the Board of the Association. Presume each member of the Board Association representatives have their organizations meet where the Association Board member's presents updates. A recommendation for the AISDH to present and conduct presentations and discussions in	For information only.

TOPIC	DISCUSSION	ACTION
	English as there are non-speaking Navajos on the AISDH Board. **B. Review & Revise AISDH Strategic Plan: AISDH BOD** Sally Pete reviewed the 2016 – 2021 5 year Strategic Plan – AISDH approved August 22, 2016. Revisions made to the Strategic Planning as presented: **1. Tribal issues: (1C): Supporting role for Tribal Healthcare Programs:** A) Establish a Strong Government to Government relationship • Objective: delete Navajo Nation replace with Executive Branch • Objective: Tribal Organization representing tribal communities • Objective: Promote community safety • Implementation: Resolution from Community for Health Care • Outcome: Establish Public Safety Facilities **2. State Issues:** B) Tribal Network • Objectives: American Indian Medical Home (AIMH) or Patient Center Medical Home (PCMH) • Objectives: Establish FQHC status • Implementation: Education Programs • Outcome: All 638 programs certify as AIMH share Corporation Activities, Education, FQHC **3. National Issues:** A) Legislation B) Federal Medical Assistant percentage • Objectives: add "local" • Objectives: Delete Affordable Care Act replace with BRCA repeal C) Contract Support Costs • Objectives: delete "maintain" replace with "stabilize"	Maria Clark motioned to accept revision to the Strategic Plan as presented, Christopher Curley seconded the motion. Motion carried. Vote 8-0-0; Chair not voting.

TOPIC	DISCUSSION	ACTION
	• Outcome: delete "stabilize" replace with "Maintain" **4. 638 Association:** B) Organization • Objectives: Propose 501c3 • Implementation: Approve 501c3 Application • Outcome: Submit 501c3 <u>Overall Comments and Recommendations:</u> • Include 638 Vision, Mission, Value Statement • Goals need to be more achievable and measurable, explained in detailed • Benchmark: how is it being tracked? • Under "Objectives" what are the collaborations with the State Representative and need timelines • Under "Outcome" need to put in detail what the AISDH has completed • Under "National Issues" How are the (3) 638 improving at the local level • Under "638 Association" Expanding Membership: what are the goals for the San Carlos? Need to include date and when fees are submitted **<u>638 Association Meetings:</u>** • Organization meets quarterly or as needed and some meetings are through teleconference and communication via e-mail • 638 Association don't have an office, it is on volunteer basis between the Tuba City, Winslow and Utah to conduct meetings **C. AISDH Finance Update: TCRHCC** • Payments received for 2016 from: Utah, WIHCC, TCRHCC, Ramah, Alamo, Canoncito • 2017 Annual Membership Invoice will be sent out next week. Annual meeting will be divided up equally • Wells Fargo Bank Statement: Ending Balance as of 6/23/17 $31, 070.84 • Paid for Website Fee, Legal and Meetings • Membership fees $5,000,00 for each organizations o Small organizations request to decrease the fee $2,500 for CBNHC **D.** NAIHS Advisory / AISDH Resolution to increase membership • Mr. Salabye gave a brief overview on the NAIHS Advisory, discussion on preparing a AISDH resolution to increase membership	Maria Clark motioned to accept AISDH Finance report, Christopher Curley seconded the motion. Motion carried. Vote 8-0-0; Chair not voting. Christopher Curley motioned to prepare a resolution to the NAIHS to Increase membership, Jamie Harvey seconded the motion.

TOPIC	DISCUSSION	ACTION
		Motion carried. Vote 8-0-0; Chair not voting.
9. Lunch (12PM)	*Lunch Provided*	None.
10. Continue AISDH BOD Business	E. Proposal for 501c3: Lindsay Naas, Legal Council • $5000.00 for application, maybe less depending on what info the IRS is wanting • Requirements: ○ Apply for EIN identification number (give Ms. Naas Power of Attorney to correspond) (forms need signatures) ○ ID of all BOD members (e-mail to Ms. Naas) ○ Description of compensation arrangements (Ms. Naas will use Bylaws) ○ Conflict of interest policy (Ms. Naas will prepare policy) ○ Actual future plan activities in a definitive form, activities the association has done, IHS will review and correspond if additional information is needed ○ All information is at the request of the IRS ○ 3-4 years of financial sheet • Timeline to start in August will take a couple of months (60 – 90 days), can't predict the IRS review	Maria Clark motioned to approve Proposal for 501c3, Christopher Curley seconded the motion. Motion carried. Vote 8-0-0: Chair not voting.
	F. Approve the membership of San Carlos Health Care	*(Action taken under 5.A: Election of Officers)*
11. Advocacy	A. NAIHS Health Advisory Update: Robert Salabye, Board President • Robert Salabye gave a brief summary of his meeting with the NAIHS Health Advisory Committee. A recommendation to prepare a resolution to the NAISH to increase membership of the 638 Association members to be on the NAIHS Health Advisory *(action taken under 8.D)*	For information only.
	B. NNDOH Update: Dr. Segay, Executive Director of NNDOH *(move to July 11, 2017)*	Deferred to July 11, 1017
	The Future of 638 Programs Gehl Tucker, Hufford Horstman Mongini Parnell & Tucker, PC: 638 is contracted to the Federal Government and Authorized by the Navajo Nation. • What is Self-Determination and Where is it Going? ○ Determining own future / Self reliance ○ Money coming from Federal Government ○ Self Sufficiency be an advocacy for ourselves ○ Allows us to explore and address the needs to our communities and show positive outcomes to other agencies ○ Management of tool ○ Funding is discretionary (not obligated i.e. sequestration) ▪ With IHS we don't get enough i.e. WIHCC is 50%	For information only.

TOPIC	DISCUSSION	ACTION
	funded by IHS, the rest is third party revenue ▪ WIHCC User Population is increasing every year ▪ *Google: The Quiet Crisis published in the 1990 by Civil Rights Commission regarding Native American funding* • Who Cares? Who Care? ○ Being Strong • What else does 638 do or function? ○ Read presidential statement (Johnson, Nixon Statement) ▪ Being advocated ▪ Monitor and protect the policy ○ Channel through 638 – make sure it's strong and meets your needs ○ Control the Tribe • What do you think I mean when I say EMPOWERMENT v. ESCAPE? ○ EMPOWERMENT: Having the authority instead of having someone do it for you ○ ESCAPE: Escaping from Federal handouts ○ Federal Government will sneak out • How do you feel about this? • Self Determination v. New Dependency ○ Federal Government kept funding the school, the Federal Government allocated the funding will hit the celling, the Federal Government did a buyout employment contract, put a CAP on the contract support cost and got smaller • Trends: 1. Tribal Control/Departments • Tribal want to control the money 2. Evaporation of Federal Infrastructure • Congress may end funding 3. "Capacity Building" v. "Technical Assistant"? • Build economic development • Gaming • Possible Problems (need new leadership) 1. Where is Carol Barbero, Byron Dorgan et al. when we need them • Ms. Barbero wrote many Native American legislations • Mr. Dorgan was a Senator 2. Volatile Political Climate • Society taking a turn	

TOPIC	DISCUSSION	ACTION
	3. Quick fixes to complex problems • Be prepared • My Experience *(Mr. Tucker 30 years experienced)* o Vitality o Community needs o Social entrepreneurship (business people who have visions for social reasons) o Squabbles o Mismanagement o Wasted $$$$$$ (Money) • What should we be doing? o Vision o Plan o Prioritize o Implement o Assess ▪ Global ▪ Consideration of 638 should be part of the above • What is a good Board: o Social entrepreneur o Humble o Providing information back to the community <u>Questions / Comments:</u> A suggestion on bring in younger people to attend our meeting so they know what are discussed. <u>Assignment:</u> Each corporation to select one of the goals in the Strategic Planning and present at the next 638 meeting. Tomorrow CEOs can present which goal they will work on.	
12. Announcements	• Medicaid advocacy – letter to McCain and Flake (present tomorrow for action item under #6: Advocacy & Other)	
13. Executive Session		Christopher Curley motioned to go into Executive Session, Jacqueline Platero second the motion. Motion carried. Vote 8-0-0; Chair not voting. Sally Pete motioned to get out of

TOPIC	DISCUSSION	ACTION
		Executive Session, Victoria Began second the motion. Motion carried. Vote 8-0-0; Chair not voting.
A. 638 Legal – Contract Overview:	Discussion on 638 Legal Counsel Lindsay Naas Attorney's Service Agreement in Executive Session.	Michael Jensen motioned to approve Legal Counsel Lindsay Naas Attorney Service Agreement, Jim Platero second the motion. Motion carried. Vote 8-0-0; Chair not voting.
14. Adjournment	Recess at 4:00 PM (DST)	None.

ASSOCIATION OF INDIANS FOR S[redacted]-DETERMINATION IN HEALTHCARE
638 Association Meeting Minutes
Sky Ute Casino Resort

DATE: July 11, 2017 TIME: 8:15 am (DST)

Attendance:

- ☒ Robert Salabye, President
- ☒ Christopher Curley, Vice President
- ☒ Alvin Rafelito, Secretary/Treasurer
- ☐ Vacant, ANSB Board
- ☒ Victoria "Vicky" Began, CEO, SCAHC
- ☒ Michael Jensen, CEO
- ☒ Sally Pete, CEO
- ☒ Lynette Bonar, CEO
- ☐ Vacant, ANSB Board
- ☐ Steve Titla., Board President, SCAHC
- ☐ Vacant, RNSB Board
- ☒ Jamie Harvey vice Wilfred Jones, UNHS
- ☒ Jaqueline Platero vice Lester Secatero, CBNHC Board
- ☒ Maria Clark CBNHC CEO/Exec Director vice Jim Platero
- ☒ Lindsay Naas, Legal
- ☒ Vanessa Lee, TCRHCC EA
- ☒ Dawn Williams, WIHCC EA

TOPIC	DISCUSSION	ACTION
1. Call to Order	Meeting called to order at 8:15 a.m.	Called to order by Robert Salabye, President
2. Roll Call	Ten members were present that constituted a quorum: 1) Robert Salabye; 2) Sally Pete; 3) Christopher Curley; 4) Lynette Bonar; 5) Michael Jensen; 6) Jamie Harvey 7) Alvin Rafelito 8) Maria Clark 9) Jaqueline Platero 10) Vicky Began	Roll Call by Robert Salabye, President
3. Invocation: AISDH BOD Volunteer	Invocation by Wilfred Jones, UNHS.	None.
4. AISDH BOD Business	**A.** NDOH 10 Year Plan: AISDH BOD Member / Dr. Segay, Executive Director of NNDOH • Introduction • Project and Initiatives o Navajo Department of Health Operation Plan (POO) *(Timeline: Proposed Committee actions – July 2017)* o Navajo Nation Medicaid Agency *(Timeline: June to December 2017)* o Navajo Department of Health (State like health department) *(Timeline: June 2017 to March 2018)* o Non-Medical Emergency Transportation Providers *(Timeline: June 2017 to August 2017)* o Health and Wellness Policies o Social Media (Cyberbullying) not policy in place o Congressional Support – Letters submitted and preparing on talking points for supporting and provide services to our Veterans. • TLOA – Dine Action Plan (DAP) was developed in 1987 Navajo Nation Council Resolution No. CO-68-90. In 2016, the Navajo nation modified the existing plan o Peacemaking and issues related to Veterans Justice, Violence Against Women, sentencing reform, prisoner federal re-entry, and other areas. • Public Safety Summit o Meeting with the Chief of Police o Stabilizing our system, coordinating and strengthening our system, and	Christopher Curley motioned to accept report, Jaqueline Platero seconded the motion. Motion carried. Vote 10-0-0; Chair voting.

TOPIC	DISCUSSION	ACTION

	expanding our system *(100 of our Navajo people pass away everyday)*
	• Tribal Consultation – Section 1115 Demonstration Waiver Renewal deadline July 15, 2017
	• Navajo Nation Workgroups
	  o Tribal Law and Order Act – Dine Action Plan
	  o Public Safety Summit and fund plan – collaborate with
	  o Elder Home Care
	
	Questions / Comments:
	Elder Home Care – Tohajiilee is working with NHA in doing a study of a need assessment and feasibility assessment. Requesting support of the Navajo Nation. Dr. Segay responded due to the jurisdiction is a barrier to provide services.
	
	Healthcare Public Forum at Tuba City, AZ on state and local level – Dr. Segay replied the who is the oversight for the 638, right now across the Navajo Nation has patient complaints on healthcare providers and been collaborating with the Navajo Nation president's office. A member recommended announcement of the forum is only seen on Facebook information needs to go out to the communities as it's very important and is short notice. Another recommendation to sit down with the TCRHCC and Board members of issues. Dr. Segay stated the plan has not been finalized; intention is not to attack people just trying to find out the logistics to figure things out.
	
	State of the Navajo Nation – Needs assessments collaborate with the chapters. NDOH Grant that was provided by the NIHB needs to focus on Public Health.
	
	Development of Policies – A member requested for the NDOH to recognize the 638 Association as the organizations have been a success and has a lot of history of operating as a 638, this is a good way to formulize the public Health.
	
	Task Force (5 year Master Plan): 638 Association made a request to be part of the discussions and planning during the meetings
	• 638 Oversight Review
	• Tribal Consultation (Government to Government)
	• Public Health
	
	Dr. Segay stated she goes to the Navajo Nation Council and Navajo Nation President for recommendations and suggestions regarding any issues and complaints.
	
	B. AISDH PowerPoint Presentation: Robert Salabye, AISDH BOD President
		638 Association requested the following:
		1. NNDOH plan of operation pertaining only to NNDOH – 5 day comment period when it goes to Legislation
		2. 10 year plan
		
		Send information to Diane Dawes or Hank Haskie with NNDOH for upcoming 638 meetings or questions.
		
		E-Mails:
		Diane.Dawes@nndoh.org
		Hank.Haskie@nndoh.org
		
		Jaqueline Platero motioned to

TOPIC	DISCUSSION	ACTION
	• Overview of the 638 Association • TCRHCC reviewed PowerPoint by Lynette Bonar, CEO • WIHCC reviewed PowerPoint by Sally Pete, CEO • UNHS reviewed PowerPoint by Michael Jensen, CEO • ANSB reviewed PowerPoint by Hector Guerro, Edward Padilla, Bucky Apache • Pine Hill reviewed PowerPoint by Robert Salabye • RNSB reviewed PowerPoint by Robert Salabye • CBNHC reviewed PowerPoint by Maria Clark, CEO Questions / Comments: UNHS has been saving money from 3rd party and using the Contract Support Cost to build their new buildings. UNHS serves Natives and Non-Natives, FQHC / HERSA funded. ANSB is running a school, healthcare, radio station and other programs. New board members have been elected. Frank Curley, Acting CEO/Executive Director was not able to attend. Discussion on inducting the Alamo representatives to the 638 Association, due to short notice further discussion on selecting two members of Alamo (CEO and Board President) will be discussed at a future meeting. **C.** San Carlos Apache Healthcare Corporation: Overview: Victoria Began, CEO • SCAHC Reviewed PowerPoint Questions / Comments: Comparison from IHS to present: • Growth in patient visits – Building trust for community and providing specialty services (Cardiology, Speech Therapist, Behavioral Health, Two Trauma Based) • Veterans Health Care: Looking to contract and work on developing a program	accept report and induct Mr. Edward Padilla and Mr. Bucky Apache to the AISDH Board, Christopher Curley seconded the motion. Motion carried. Vote 10-0-0; Chair voting.
5. LUNCH	*Working Lunch Provided*	None.
(Con't) AISDH BOD Business	**D.** State Health Official – Cooperative Agreements Elliot Milhollin, Hobbs Strauss Dean & Walker LLP (PH: 205-822-8282 – email: emilhollin@hobbsstraus.com) • Overview • All about Federal medical Assistance Percentage (FMAP) • "Regular" FMAP Percentages • Special FMAP Rule for HIS • CMS Interpretation / New CMS Interpretation • Conditions	For information only.

TOPIC	DISCUSSION	ACTION
	• Template for the care coordination agreement – One model agreement for the states • Incentives for State and Tribes • Challenges • CMS's Four Walls Rule – look into your organizations • Scope of services for Medicaid Healthcare Reform Update, DC by Elliot Milhollin: • American Health Care Act • AHCA: Indian Provisions • AHCA: Defunds Medicaid Expansion • AHCA: Capping Medicaid • Exemption from Caps for AI/AN Does Not Solve the Problem • AHCA: Other Medicaid Changes • AHCA: Medicaid Work Requirements • Senate Bill – BCRA • BCRA Overview • BCRA Impacts on Indian Country • Congressional Budget Office (CBO) Scores • Health Reform Outlook Uncertain – Senate will not go into recess will delay another week • Administration is taking steps to make changes to Medicaid • Administrative Changes to Medicaid • Action Steps <u>Questions / Comments:</u> Mr. Milhollin suggested reaching out to state delegation and start writing letter now. A recommendation for the AISDH to keep in contact with technical issues and address. **E.** National Legislative Update • See Elliot Mihollin's report above **F.** The Future of 638 Programs Gehl Tucker, Hufford Hortsman Mongini Parnell & Tucker, PC *(see July 10, 2017 meeting minutes)*	
6. Advocacy & Other	**A.** Letter Writing Campaign (Position Paper) • Nationally – Letters to Arizona Delegation on the AHCA – BCRA • Inter-Tribal Council of Arizona – ITCA	Jaqueline Platero motioned to prepare resolutions or position paper to the State Senators for

TOPIC	DISCUSSION	ACTION
	• National Indian Health Board (NIHB) • Arizona Advisory Council on Indian Health Care • Better Reconciliation Act Talking Points to Senators McCain and Flake regarding Medicaid, Affordable Care Act, Trust and Treaty Responsibility, Indian health Care Improvement Act, etc. *(a copy will be sent via e-mail)*	Arizona, Utah and New Mexico, and document to be reviewed by Lindsay Naas, Legal Counsel, Maria Clark seconded the motion. Motion carried. Vote 10-0-0; Chair not voting and SCAHC members voting.
7. Announcements	AISDH pays for Website: http://638associationnavjoeathcare.org/index.html • Send information to Vanessa Lee and Dawn Williams to update the AISDH website and include the above website link to your presentation to get the word out. DHHS Navajo Region Tribal Consultation on July 18, 2017 • At Navajo Nation Museum, Window Rock, AZ AHCCCS Tribal Consultation on July 27, 2017 (morning session) • At Twin Arrows, AZ ADHS Tribal Consultation – July 27, 2017 (afternoon session) • At Twin Arrow, AZ	For information only.
8. Adjournment	Meeting adjourned at 2:40 PM (DST).	Christopher Curley motioned to adjourn meeting, Jaqueline Platero seconded the motion. Motion carried. Vote 10-0-0; Chair not voting.

Submitted by: Dawn Williams Approved: September 7, 2017 Vote: 5-0-0

Winslow Indi[redacted]lth Care Center, Inc.

638 Association Meeting w/ Dr. Glorinda Segay– June 16, 2017

Department: 638 Association Meeting Date / CTO: June 16, 2017 @10:00 AM (DST) Place: NDOH Executive Conference Room Quorum: (XX) Yes ( ) No	Present: Robert Salabye, Christopher Curley, Lynette Bonar, Sally Pete, Dawn Williams, Tincer Nez Sr., Dr. Glorinda Segay, Cherie Espinosa, Yvonne Kee Billison, Virlencia Begay, Henry Haskie, Theresa Galvan, Bryan Clarke for Michael Jensen Absent:

TOPIC	DISCUSSION	ACTION	FOLLOW-UP
1. Call to Order	Meeting called to order at 10:00 AM by Robert Salabye.	None.	None.
2. Invocation	Invocation by Tincer Nez.	None.	None.
3. Review and Approval of Agenda	Agenda presented for approval as presented. Dr. Glorinda Segay commented if this meeting would be an informal meeting instead of a regular Board meeting as Dr. Segay will need more time to prepare and absorb as much information and get educated on 638 Association. Sally Pete replied it was last minute to draft an agenda so there is something to follow, but can proceed with the meeting at Dr. Segay's request as informal meeting. The 638 would like to know what information the Director would like to know and plan going forward.	Lynette Bonar motioned to approve agenda as presented, seconded by Christopher Curley. Vote: 5 in favor, 0 opposed, 0 abstained. Motion carried.	None.
4. Recognize guests and visiting officials	Introductions by guests and visiting officials.	None.	None.
5. Introductions	Introductions by members.	None.	None.
6. AISDH "638" Tribal Health Care History PowerPoint	Sally Pete presented the AISDH "638" Tribal Health Care History PowerPoint consist of the following organization: • 2002-2017: Tuba City, Regional Health Care Corporation, Winslow Indian Heath Care Center, Utah Navajo Health System • 1978-2017: Ramah Navajo – Pine Hill Health Center, Alamo Navajo School Board – Alamo Navajo Health Center, Canoncito Band of Navajos Health Center, Inc. Discussions, comments regarding questions by Dr. Segay: • An explanation of how the Board of Directors (BOD) is selected for each organization.	For information only.	None.

TOPIC	DISCUSSION	ACTION	FOLLOW-UP
	• The 638 Association members meet on a monthly basis or as needed which consist of the organizations BOD president and CEO. The organization's BOD at the local level, serves as governing body and oversees the organization operations; there is a process for any and all patient complaints at the local level according to the policies and procedures. Each organization has a leadership team also known as Management Team. The BOD gives directives and recommendations to the Management Team. The BOD is not an advisory board like the Indian Health Services (IHS). The Board selects and evaluates the CFO. The annual reports are presented to the BOD and the oversight committee, the Health, Education, and Human Services Committee (HEHSC). The BOD also approves the policies and procedures on a yearly basis. The local chapters select the board members to represent their chapter. The CEO oversees the overall operations of the healthcare organization. An explanation of the organizational chart was viewed. Also, another important function of the board is to review and approve the providers credentialing and this is essential, in order for the facility to be certified under accreditation so they can bill for 3rd party revenues. • The BOD presents updates at their perspective chapters and our Benefits Coordinators (PBC) also provide education and present updates on CMS, AHCCCS, Medicare and Medicaid to the community people and what resources are available. All PBCs speak Navajo and can translate. The 638 organizations do not bill the Navajo Nation insurance as it states in the resolution, Navajo Nation Legislation CJY 33-10. Between the IHS and 638, we use Navajo Preference as IHS uses Native American Preference. Majority of our staff with the 638 are Navajos. Lynette Bonar elaborated on the importance of 3rd party billing and the importance of monitoring. The 638 Association comes together and unified to discuss and find resolutions to address issues that arise and resolutions are presented to the Council or Navajo Nation President's office for support. Our audits show the 638 organizations are expanding. More quality of services is provided to our people. The 638 would like to collaborate and strengthen to work together. • Yvonne Kee-Billison questioned why Ganado and Fort Defiance are not part of the 638 Association. Robert Salabye replied the invitation is		

TOPIC	DISCUSSION	ACTION	FOLLOW-UP
	there but don't know why they are not part of the group. Navajo Nation has direct communication with our 638 organizations. Dr. Segay observed and recommended Fort Defiance and Ganado should be part of the 638 Association. • Dr. Segay appreciated the reports presented. Questioned where are the complaints, tort claims and how are they being resolved. Dr. Segay is requesting a report from each organization. Sally made a brief statement on Federal Tort Claims Act (FTCA) and work with IHS. WIHCC and Tuba reported there are no Tort Claims. Dr. Segay stated there are patients that come to her office with complaints. There are processes for patient complaints, fraud reports/compliance and risk management complaints. Complaints are also reported to the Board of Directors and reviewed and addressed. Dr. Segay stated she asked a question of how the experience is with Tuba healthcare and the elderly patient complained about the competency of the providers in a negative view. Ms. Kee-Billison stated she had the opportunity to travel with HEHSC and observed some patients don't know the difference between hospitals or clinics and which ones are 638 or IHS. The Vice-President received a report that Diabetes hasn't decreased or increased and would like more data and information. A concerned is some patients are going from hospitals to hospitals. A comment on Just Move It (JMI) events held in the communities and observed the information provided varies and not the same across the Navajo Nation. The CEOs gave a brief summary of their current projects: • Lynette Bonar, TCRHCC • Byron Clarke, UNHC (Annual Report schedule to present to HEHSC in two weeks) • Sally Pete, WIHCC (Annual Report was presented on May 26, 2017 to HEHSC in Tse Bonito, NM) and staff provided detailed written reports.	638 Organizations to present a report on Complaints to Dr. Segay. The Navajo Nation President would like a report on Health Promotion and Mental Health Inform Michelle Morris, NDOH for scheduled Annual Reports to HEHSC.	
7. AISDH 2016 – 2021 (5 year) Strategic Plan	AISDH Strategic Plan for Goals, Objectives, Implementation and Outcome/Benchmark: • 2020 638 Reauthorization – Recommended by HEHSC for all 638 organizations will present resolution separately	For information only.	None.
8. Questions / Comments	Goals and Ideas: • Working together, collaboration to address issues to improve services	For information only.	None.

TOPIC	DISCUSSION	ACTION	FOLLOW-UP
	• Non-emergent transport – Address patients with no vehicles • Wellness Policy • Youth and Elder Summit – Four Pillars (Veterans, Elderly, Youth, and Infrastructure) will need help with presenters and donations. Vice – President's project Strong Run for Navajo Nation event will need help with water and food (50 mile courses). Ms. Kee-Billison will e-mail information • TOA action plan – Ms. Kee-Billison will send information via e-mail • Health Summit – Collaborate with all IHS and 638 organizations to held a Health Summit – in planning process. • 638 representatives requested to be part of the NNDOH's 10 Year Plan. Dr. Segay currently does not have that available as none was left for her to work on by her predecessor.	638 request a copy of the 10 year plan. Don't have the 10 year plan previous Director took all documents. 638 Reauthorization	
9. Announcements	• June 20, 2017 - WIHCC Wellness Conference and Youth Wellness Conference at Dilcon Community School	None.	None.
10. Adjournment	Meeting adjourned at 12:05 PM (DST)	None.	None.

DRAFT

HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE

CONSULTATION POLICY

I. Introduction

Consultation is a formal process through which input of relevant parties is sought regarding the development of new or amended policies, regulations, and legislative actions initiated by the Health, Education and Human Services Committee of the Navajo Nation Council (HEHSC). The principle of consultation has its roots in the unique relationship between the Navajo Government and those who are governed, particularly Navajo Chapters, organizations and the Navajo people. This relationship is fundamental to the Navajo way of doing things and is deeply grounded in Navajo culture and tradition.

II. Initiating Consultation

The HEHSC and/or the division, department or other agency working on legislation for HEHSC (hereinafter HEHSC/Agent) will consult with appropriate parties before adopting policies that have implications for Chapters, P.L. 93-638 entities, P.L. 100-297 entities, and other significant groups and organizations (Entities or Participants). such as regulations or proposed legislation, and other policy statements or actions that have substantial direct effects on one or more of the Entities, or on the distribution of power and responsibilities between the Navajo Government and the Entities. Such policies do not include matters that are the subject of anticipated or active litigation or in settlement negotiations. The requirement of Consultation will be construed liberally in favor of consultation on any given policy with such Entity implications. All decisions regarding whether and how to conduct a Consultation, or whether a given policy or topic has Entity implications, will be determined by the HEHSC.

In addition, the HEHSC will consider requests from Entities to engage in Consultation on any new policy initiated by the HEHSC, even if the HEHSC has not identified that policy previously as having Entity implications. The HEHSC shall prepare and send to the requesting Entity a written response to the request.

III. Consultation Guiding Principles

Because of the wide variety of topics that may be the subject of consultation between HEHSC and relevant interested parties on any given issue, the structure of any individual Consultation may vary. However, there are four guiding principles for all Consultation conducted by the HEHSC:

- Consultation will involve timely, adequate notice to the appropriate parties.
- Consultation will be accessible and convenient to all participants.
- Consultation will be a meaningful process involving appropriate participants.
- Consultation will be conducted through a transparent and accountable process.

A. Adequate Notice

Adequate notice has two components. First, adequate notice means that relevant parties/Entities will be made aware of an upcoming Consultation sufficiently in advance of the event to ensure an opportunity for participation. Second, adequate notice entails providing a full description of the topic(s) to be discussed and draft materials if they are available at the time of the notice.

Generally, every effort will be made to provide notice at least 45 days prior to a scheduled Consultation. If exceptional circumstances, such as legislative deadlines or other factors beyond our control warrant a shorter period of advance notice, the Facilitator of the Consultation (the person, divisions or department assigned to carry out the Consultation) will provide an explanation for the abbreviated notification in the invitation letter. Invitations to Consultations will be published on the Navajo Nation Government web site and sent by e-mail to appropriate individual Participants and Entities using an up-to-date list of persons or Entities which have a significant role in the issue at hand, or sent by other means reasonably designed to reach all affected.

Adequate notice of a Consultation shall include sufficient detail of the topic to be discussed to allow Participants an opportunity to engage meaningfully in the Consultation. Providing Participants with specific information about the issues and questions HEHSC deems most relevant to the topic(s) of a particular Consultation benefits both Participants and the HEHSC by helping to ensure that comments are focused enough to be efficient and useful in the HEHSC's decision making process. This shall not mean that the HEHSC/Agent has reached a preliminary decision on the issue that is the topic of the Consultation. However, the HEHSC or divisions or departments under them shall provide a brief discussion of the issues, a timeline of the process, potential outcomes, and if possible, an overview of any specific questions on which the HEHSC would like input.

B. Accessibility

Consultations should be accessible to the relevant Participants. Whenever possible, Consultations should be conducted in person. In appropriate circumstances, Consultation may be conducted via video conferencing, conference calls, interactive web technology, and similar means. If an individual Entity or region is primarily impacted by the issue that is the subject of the Consultation, the HEHSC or its division or department should attempt to hold the Consultation in that area. This will sometimes mean holding multiple Consultation sessions in different regions. If the Consultation involves joint action with other agencies, the Facilitator (the person, division or department assigned to carry out the Consultation) should attempt to hold a joint Consultation with the other agencies. Finally, Facilitator shall explore opportunities for supplementing in-person Consultation with other sources such as video conferencing, conference calls and interactive web technology, to ensure the opportunity to hear from participants that may not be able to attend in person.

C. Meaningful Process

To be meaningful, a Facilitator must involve individuals who have decision making authority on the issue that is the subject of the Consultation. This will generally mean that the Facilitator should make every effort to ensure that leaders or their designees of the Entities will be substantively involved in the Consultation. Also, the Facilitator shall ensure that political leadership or other relevant decision makers are substantively involved in the Consultation for the HEHSC, even if they are not personally able to attend. If the ultimate decision makers are not present for the Consultation, the Facilitator shall ensure that those decision makers are aware of the relevant issues in advance of the Consultation, and are apprised of Participant input after the Consultation and before relevant decisions are made.

Consultation should occur at a point in the deliberative process before the HEHSC /Agent has arrived at an internal decision. Consultation is not meaningful if the HEHSC/Agent has already decided the issue, and input is only *pro forma*. To this end, HEHSC/Agents need to be aware of their duty to consult with Participants and factor Consultation into their deliberative process as early as possible.

D. Accountability

At the conclusion of a Consultation event, and after due consideration, the Facilitator will prepare, in consultation with the Participants, a summary of the Consultation. This will include a synopsis of Participants' concerns and issues and a description of the HEHSC/Agent's consideration of these concerns and issues. After input from the HEHSC/Agent, the Facilitator will convey to all Participants this summary, in writing, of the

issues discussed during the Consultation in a timely fashion. Participants may individually or collectively file with HEHSC their own summaries or responses to the Facilitator's summary.

A Consultation as set forth above shall be implemented as directed by HEHSC including, but not limited to:

1. Any and all amendments or proposed amendments to the Navajo Nation Code;
2. Any change in regulations, rules or requirements effecting a Navajo Entity's operation;
3. Any change in the Navajo Nation Government's relationship with an Entity;
4. Before adopting policies, rules, regulations or change that has a significant impact on Chapters, P.L. 100-297 grantees, or P.L. 93-638 contractees/compactors.

IV. Conclusion

The Navajo way requires that we, the elected representatives of the Navajo people, make every attempt to talk things out with relevant parties **BEFORE** we make our decisions and early in the consideration of any important issue. Talking things out from the very beginning is not merely part of Navajo culture and tradition, but is also part of our Fundamental Law. Finally, apart from the foregoing, the process of inter-Navajo Consultation will produce better laws, better understanding of laws, and increased national harmony. This Consultation process shall be meaningfully implemented immediately.

THE
NAVAJO
NATION
P.O. BOX 9000 WINDOW ROCK, ARIZONA 86515 (928) 871.6352

RUSSELL BEGAYE
President

JONATHAN NEZ
Vice-President

November 05, 2017

WINSLOW INDIAN HEALTH CARE CENTER
500 North Indiana
Winslow, Arizona 86047

ATTENTION: Sally N. Pete, CEO

REFERENCE: 164 Review #8699/Memorandum of Agreement

Dear Ms. Pete:

Attached, please find your copy of the approved Memorandum of Agreement (**CO12566**) with the Navajo Nation Division of Health/BCCP. The contract has been entered into our FMIS in the amount of Four Thousand Five Hundred Dollars and Zero Cents ($4,500.00). The term of the contract commences on October 26, 2017 and expires on June 29, 2018.

The above contract number (**CO12566**) must be referenced on all invoices, documents and correspondences as it relates to this contract.

Should you have any questions, please contact Mr. Curtis Briscoe, Delegated Director, at (928) 871.6348.

Sincerely,

THE NAVAJO NATION

Ronalda A. Logg, Senior Accountant
Contract Administration - OOC

xc: Curtis Briscoe, DD, DOH, BCCP
Lenita Benally, OOC, CA
Contract File: CO12566

RECEIVED
NOV
SERVICES

MEMORANDUM OF AGREEMENT

BETWEEN

THE NAVAJO NATION

AND

WINSLOW INDIAN HEALTH CARE CENTER, INC.

CONTRACT NO:

CO12566

TOTAL PAYMENTS ON THIS AGREEMENT NOT TO EXCEED: $4,500.00
PAYMENTS TO BE MADE FROM ACCOUNT: K180507-6990
FUND PERCENTAGE: Federal Funds 100%

Memorandum of Agreement
Between
Navajo Nation Breast and Cervical Cancer Prevention Program
And
Winslow Indian Health Care Center, Inc.

This Memorandum of Agreement (Agreement) is made by and between the Navajo Nation Breast and Cervical Cancer Prevention Program (NNBCCPP), a program within the Navajo Department of Health, and Winslow Indian Health Care Center, Inc. (WIHCC), a tribally-operated health facility, individually as Party, and collectively as Parties, for the purpose of reimbursing WIHCC for mammography and cervical cancer screening provided to underserved Native American women residing on the Navajo Nation.

WHEREAS, American Indian women living in the Southwest have the poorest survival rate of any racial group for breast and cervical cancer (New Mexico Surveillance, Epidemiology, and End Results (SEER) Registry, 1975-1984). Previous reports have identified many barriers to seeking care but highlight the lack of early detection services, especially mammography and cervical cancer screening in the remote areas of the Navajo reservation.

WHEREAS, the "Breast and Cervical Cancer Mortality Prevention Act," PL 101-354 and subsequent revisions, have required the Centers for Disease Control and Prevention (CDC), an agency within the Department of Health and Human Services, to form partnerships with tribal entities to make breast and cervical cancer screening services available and accessible to all women, particularly to women of low income, the uninsured/underinsured, the elderly and minorities.

WHEREAS, the NNBCCPP and the CDC have entered into a cooperative agreement to implement a program to reimburse WIHCC for mammography and cervical cancer screening (Program). The Program uses strategies: Program Collaboration, External Partnerships, Cancer Data and Surveillance, Environmental Approaches for Sustainable Cancer Control, Community – Clinical Linkages to Aid Patient Support, Health System Changes, and Program Monitoring and Evaluation.

NOW THEREFORE, in consideration of this Agreement, the PARTIES do hereby agree to the following:

I. Definitions

A. "Eligible Women" means the following:

1. The priority population for mammography screening services includes: (a) women who have never been screened or who have not been screened within the last five years; (b) women between the ages of 40 to 64; (c) women who have income at 250% of the federal poverty level or less, as indicated in attached Exhibit "A"; and (d) are uninsured or underinsured. Under the Program, at least 75% of NNBCCPP screening mammography funds must be for women 50-64 years of age, thus no more than 25% of women are to be between 40 to 49 years of age.

2. The priority population for cervical cancer screening services includes: (a) women who have never been screened or who have not been screened within the last five years; (b) women between the ages of 21 to 64 years; (c) women who have income at 250% of the federal poverty level or less, as indicated in attached Exhibit "A"; and (d) are uninsured or underinsured.
3. All women must be current clients at the Facility providing the mammography and cervical cancer screening.

B. "Facilities" means the following WIHCC facilities: (1) Winslow Indian Health Care Center; (2) Dilkon Clinic, and (3) Leupp Clinic.

C. "WIHCC Service Area" means Winslow.

D. "Patients" means Eligible Women who have received mammography and/or cervical cancer screening under the Program.

II. Purpose

Under the terms of this Agreement, WIHCC will screen Eligible Women under the Program residing in the WIHCC Service Area in Arizona for breast and cervical cancer at their Facilities. This Agreement sets forth the terms and conditions for reimbursement by NNBCCPP to WIHCC for that screening in a total amount not to exceed $4,500.00.

III. Responsibilities of the Parties:

A. WIHCC:

1. WIHCC shall designate a site supervisor from among the Facility staff to work with NNBCCPP staff, who shall serve as the coordinator of the clinical services for the Facility under the Program. NNBCCPP staff at the Facility will report to the site supervisor with any Program-related issues.
2. The site supervisor will report any complaints, suggestions, or other Program issues that cannot be resolved at the Facility to the NNBCCPP administrative supervisor in Window Rock.
3. WIHCC shall furnish office space with telephone and RPMS/EHR computer access to the NNBCCPP staff for the purposes of data/case management for the Program.
4. WIHCC will comply with NNBCCPP policy and procedure manuals for providing services to Eligible Women. NNBCCPP will not reimburse WIHCC for procedures performed outside NNBCCPP Program guidelines.
5. WIHCC will conduct an evaluation of Program operations and activities on a regular basis.
6. WIHCC will designate at least one health care provider to participate in the Medical Advisory Board for the NNBCCPP Program to assist with the revision and development of new policies and procedures for the Program.
7. WIHCC will assess the smoking status of Eligible Women and refer those who smoke to the Tobacco Quit Telephone Line at 1-800-QUITNOW (1-800-784-8669).

B. NNBCCPP:

1. NNBCCPP will be responsible for reviewing women for NNBCCPP Program eligibility, and counseling on benefits and obligations of participation in the Program.

2. NNBCCPP will allocate funded staff to each Facility. Contingent upon Program funding, additional staff will be available for the purposes of screening, data management and tracking, case management, community outreach, professional education, and public education.
3. NNBCCPP staff at the Facilities will be subject to Facility policies and procedures and will undergo an orientation to include but not be limited to the Federal Privacy Act, 5 U.S.C. § 552a; the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. § 81 *et seq.*; Health Insurance Portability and Accountability Act of 1996 (HIPPA); HIPPA regulations in 45 C.F.R. Parts 160 and 164, Subparts A and E (Privacy Rule); patient confidentiality; safety, security, and disaster plans; patient complaints and quality assurance; computer access; infection control; and other issues, as deemed necessary.
4. NNBCCPP will provide funds for NNBCCPP staff travel and training expenses, computer equipment, and office supplies as well as Program development materials.
5. NNBCCPP will advise the WIHCC site supervisor of any disciplinary actions taken against NNBCCPP staff.
6. NNBCCPP will work with WIHCC to provide comprehensive case management and follow up to all Eligible Women who have received services under the Program. This will include but not be limited to data entry into a computerized case management program; home visitation; assistance with clinical visits, transportation referrals, Navajo language interpretation; and community and family support outreach.
7. NNBCCPP will contract for mobile mammography services with a qualified contractor (Contractor) for the purpose of expanding services to locations where no fixed mammography unit is available to women who are low income, uninsured or underinsured. (It is anticipated that the WIHCC will be establishing fixed on-site mammography units at certain Facilities during the period of this Agreement.) When a mobile site is chosen, NNBCCPP will work with the Facility and the Contractor to ensure that women are scheduled, the Business Office is contacted regarding reimbursement for Non-Eligible women, and that reports and billing details are forwarded to the appropriate office/person at the Facility.

C. Joint Responsibilities of the Parties:

1. WIHCC and NNBCCPP will work together to provide comprehensive case management and follow-up to Program Patients.
2. WIHCC and NNBCCPP will cooperate jointly to plan and provide professional education activities in collaboration with other state and public entities to address the educational needs of the health care and service providers, and community agencies and residents of the Navajo Nation.

IV. Reimbursements

A. The Facilities will be reimbursed for mammography and cervical cancer screening services to Eligible Women in the Program according to the payment schedule below:

CPT Code	Description of Service	Fee
57452	Colposcopy of the cervix	$109.52
87624	HPV Testing (Co-test with Cytopathology-88142)(Not reimbursable as standalone screening tool)	$48.14

88142	Cytopathology (liquid-based Pap test), cervical or vaginal	$27.79
99213	Office Visit, Established Patient (Clinical Breast Exam AND Pelvic Exam w/PAP)	$73.06

B. This is a fixed price all-inclusive payment schedule. All fees will be at the 2017 Medicare reimbursement rate for the State of Arizona. No additional payments will be made for laboratory services, supplies, radiological services, staff, equipment or facilities. The Facilities will accept this payment on assignment and shall not require additional payment.

C. NNBCCPP will have up to 45 days after the last day of the screening month to provide the Facility business/finance office with the list of Patients who are eligible for Program services reimbursement. The Facility business/finance office will then have up to 30 days after receipt of the list to verify alternative resource coverage and provide NNBCCPP an invoice with Patient list. The invoice will detail the number of procedures performed for Patients during the screening month. The Patient list will be verified with NNBCCPP staff for completeness, including ensuring that results for the Patient services to be reimbursed are available in the facility data system, prior to submission to the NNBCCPP central office. Payment will be processed upon receipt of the invoice and Patient list. Invoice(s) may not be processed for payment if contract funds are exhausted or submitted after the final due date set by the Navajo Nation.

D. WIHCC will not bill for repeat services previously provided within the same screening cycle.

V. Certification of Facilities

A. The Facilities will provide documentation of current accreditation by the American College of Radiology (ACR), certification by the Health Care Financing Administration (HCFA), and Federal Drug Administration (FDA), and will operate under the standards established in the Mammography Quality Standards Act (MQSA). The Facilities will provide documentation of current accreditation by the College of American Pathologists, and a certificate from Clinical Laboratory Improvement Amendments (CLIA). The Facilities will provide this information to NNBCCPP upon request.

B. Any Facility that does not meet the requirements set out in this section must notify NNBCCPP within one day of determination of non-compliance and must cease work under this Agreement immediately.

C. No payment will be made for work performed at a non-compliant Facility.

VI. Reporting

A. NNBCCPP staff at the Facility will be responsible for reporting mammography and cervical cancer screening results to Patients. Access to Patient medical records will be allowed to the NNBCCPP staff solely for the purposes of case management in accordance with the Federal Privacy Act; the HIPPA Privacy Rule, and the Navajo Nation Privacy and Access to Information Act.

B. Follow up information to be transmitted to the NNBCCPP office is specified in the policy manual but includes client demographics, screening procedures, diagnostic procedures and disposition as indicated, follow up status, treatment disposition as indicated.

VII. Patient Follow-Up

A. WIHCC will provide follow up service for all Program Patients established under WIHCC diagnostic and treatment guidelines. NNBCCPP will not reimburse WIHCC for these services under the terms of this Agreement.

B. WIHCC will provide documentation of a minimum of three attempts to complete follow-up of abnormal findings before designating the Patient as "lost to follow up".

C. WIHCC will provide and participate in professional Patient education activities in conjunction with the Program to include but not be limited to breast self-awareness, screening guidelines, risk factor information and recommendations for positive behavior changes, and counseling on abnormal findings and necessary follow up.

VIII. Termination

This Agreement may be terminated at any time during the course of the Agreement by any Party with thirty (30) days' written notice to the other Parties.

IX. Payment Subject to Appropriation; Early Termination

A. Reimbursements under this Agreement are contingent upon sufficient appropriation and authorization being made to NNBCCPP for the performance of this Agreement. If sufficient appropriations and authorization are not made, NNBCCPP may immediately terminate this Agreement by giving WIHCC written notice of such termination. NNBCCPP's decision as to whether sufficient appropriations are available shall be accepted by WIHCC and shall be final. WIHCC hereby waives any rights to assert an impairment of contract claim against NNBCCPP in the event of immediate or Early Termination of this Agreement by the Navajo Nation or NNBCCPP.

B. Reimbursements are funded in whole or in part by funds made available by the CDC. Should the CDC early terminate the grant agreement, NNBCCPP may early terminate this Agreement by providing WIHCC written notice of such termination. In the event of termination pursuant to this paragraph, the NNBCCPP's only liability shall be to pay WIHCC for acceptable goods delivered and services rendered before the termination date.

X. Period of Agreement

This agreement is effective on the date of the last dated signature below, and shall remain in effect until June 29, 2018, unless terminated sooner, pursuant to Section IX above.

XI. Amendments

Any and all amendments will be made in writing and will be agreed to by the Parties before becoming effective. All amendments will be subject to funds made available annually through an appropriation allocation from NNBCCPP.

XII. Confidentiality

A. All parties agree to the terms and conditions of confidentiality as provided in the Federal Privacy Act, 5 U.S.C. § 552a; the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. § 81 *et seq.*; Health Insurance Portability and Accountability Act of 1996 (HIPPA), as amended by the Health Information Technology for Economic Clinical Health (HITECH) Act, and HIPPA regulations in 45 C.F.R. Parts 160 and 164, Subparts A and E (Privacy Rule).

B. Information exchanged through this Agreement shall not be used for purposes other than to implement the Program.

C. Neither confidential medical information nor personally identifying information exchanged through this Agreement shall be made available for any political or commercial purpose.

D. Public dissemination of data or any publication that identifies the Navajo Nation will require *prior* authorization and approval by the WIHCC, Navajo Department of Health and the Navajo Human Research Board.

XIII. Points of Contact

Points of contact are responsible for monitoring and technical evaluation of progress through the surveillance and assessment of performance, which may result in recommendations for changes in the requirements of this Agreement:

Navajo Nation Breast and Cervical Cancer Prevention Program
P.O. Box 1390
Window Rock, AZ 86515
Contact: Curtis Briscoe, Delegated Director
(928) 871-6348 curtis.briscoe@nndoh.org

Winslow Indian Health Care Center, Inc.
500 North Indiana Avenue
Winslow, AZ 86047
Modesta Blackhat, Billing Technician
(928) 289-6141 Modesta.Blackhat@WIHCC.org

XIV. Sovereign Immunity

Nothing in this Agreement shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

IN WITNESS WHEREOF, we the undersigned, as authorized representatives for the respective Parties, hereby sign this Agreement for the mutual benefit of the Parties.

For WIHCC:

08/02/17

Sally N. Pete, Chief Executive Officer Date
Winslow Indian Health Care Center, Inc.
500 North Indiana Avenue
Winslow, Arizona 86047

For The Navajo Nation:

10·26·17

Russell Begaye, President Date
The Navajo Nation
P.O. Box 9000
Window Rock, Arizona 86515

EXHIBIT "A"

Navajo Nation Breast and Cervical Cancer Prevention Program
Income Eligibility Guidelines
FY 2018 (June 30, 2017—June 29, 2018)
250% Federal Poverty Level

Household	Annual	Monthly
1	$30,150	$2,513
2	$40,600	$3,383
3	$51,050	$4,254
4	$61,500	$5,125
5	$71,950	$5,996
6	$82,400	$6,867
7	$92,850	$7,738
8	$103,300	$8,608

Revised: 06/12/2017

MEMORANDUM OF UNDERSTANDING

BETWEEN

NAVAJO DEPARTMENT OF HEALTH

AND

WINSLOW INDIAN HEALTH CARE CENTER, INC.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between the Navajo Nation Tuberculosis Control Program (NNTB or Associate), a program within the Navajo Department of Health (NDOH), and the Public Health Nursing Program (WPHN), a program within the Winslow Indian Health Care Center, Inc. (WIHCC), a private, non-profit, 93-638, Title V Self-Governance ambulatory health center located in Winslow, Arizona (which includes the Leupp and Dilkon satellite clinic sites), each individually referred to as Party, and collectively referred to as Parties.

I. PURPOSE

The purpose of this MOU is to strengthen and facilitate a coordinated working relationship between NNTB and WPHN in the provision of comprehensive health services to the residents of the Project Area within the Navajo Nation.

II. ADMINISTRATION AND PERSONNEL

A. NNTB agrees:

1. Applicants for vacancies within the NNTB Program shall be interviewed by the NNTB Coordinator and a tuberculosis (TB) Technician. The selection shall be made utilizing a point system established by NN Department of Personnel and NN Personnel Polices Manual.
2. Position descriptions and applications shall be made available for review by NN TB Coordinator before the interview.
3. NNTB shall provide equipment and office supplies for the TB Technician.

B. WPHN agrees:

WPHN shall provide office space, utilities, medical supplies, and telephone for the TB Technician.

III. REPORTS AND SCHEDULES

A. NNTB agrees:

1. TB Technician shall be responsible for submitting leave requests, travel authorization requests (TA), mileage and monthly progress reports to NN TB Coordinator.
2. The TB Control Technician shall submit monthly activity schedule to the WPHN TB Coordinator and the NN TB Coordinator. When a change in schedule is necessary, a notice shall be given at least one week in advance to the WPHN and NN TB Coordinators, and WiHCC TB Medical Officer.
3. The TB Technician shall update the Client Management Report and send it to the NN TB Coordinator on a monthly basis.
4. A copy of the quarterly narrative/monthly progress report shall be provided WPHN TB Coordinator and WIHCC TB Medical Officer.
5. Disciplinary Action: When a TB Control Technician is to be disciplined or dismissed from his/her position, the NN TB Coordinator shall notify the WIHCC TB Medical Officer, WPHN TB Coordinator and the CHR Outreach Program.

B. WPHN agrees:

1. WPHN TB Coordinator shall participate in the interview process of applicants to make recommendations as necessary. Position description and applications shall be made available for review before the interview.
2. To make available office space, utilities, medical supplies and telephone for TB Control Technician at WIHCC.
3. The WPHN TB Coordinator shall exchange monthly activity schedule with TB Technician.
4. When change in schedule is necessary, a notice shall be given one week in advance to the TB Technician.
5. During the planned, scheduled or emergency leave of the TB Technician or when the position becomes vacant, the WPHN TB Coordinator shall be responsible for coordinating the care of TB clients/patients.
6. Disciplinary Action: When a WPHN TB Coordinator or the WIHCC TB Medical Officer recommends disciplinary action against a TB Technician, the matter shall be discussed with the NN TB Coordinator. Documentation shall be required to support such discipline.

IV. TRAINING

A. NNTB agrees:

1. Training needs assessment shall be completed for all TB Technicians by the NN TB Coordinator.
2. Arrangements shall be made by the NN TB Coordinator to send TB Technician to appropriate training.

B. WPHN agrees:

1. TB Technician shall receive the following annual mandatory training: Computer Awareness Training; Privacy Act; Infection Control; Standard Precautions; CPR; TB Updates; Pharmacology; and others as required by funding source and grant stipulations.

2. Supervised training and certification shall be provided by Arizona and New Mexico State Departments of Health for TB Technicians on TB Skin Test technique.
3. The WPHN TB Coordinator shall provide technical assistance to the CHR Director and the NN TB Coordinator in the development of TB Technician training plan.
4. WPHN TB Coordinator shall assist with arrangements for the appropriate training sessions offered by WIHCC.

V. MEETINGS

A. NNTB agrees:

1. The TB Technicians shall attend the WIHCC's monthly Infection Control Committee meeting and provide reports.
2. Biannual meetings shall be conducted for WPHN TB Coordinator and TB Technicians with the NN TB Coordinator and PHN Consultant.
3. Annual reviews shall be conducted to discuss TB Program goals, issues, and strategic plan with the TB Technician, WPHN TB Coordinator and the TB Medical Officer.

C. WPHN agrees:

1. WPHN TB Coordinator, TB Technician, and the WIHCC TB Medical Officer shall meet biannually and as needed to discuss areas of concern.
2. The WPHN TB Coordinator and the TB Technician shall meet to discuss issues/concerns related to patient care, to plan treatment activities, and to improve management of caseload.

VI. REFERRALS

A. NNTB agrees:

1. Maintenance of all referrals received by TB Technicians:

   a. A "Referral Log" shall be maintained by the TB Technicians.
   b. All Referrals shall be entered into EHR and written on standard IHS Patient Referral Notice (HRSA 199—1) or PCC Form, indicating service requested.
   c. When the TB Technician needs clarification regarding referrals, he/she shall seek assistance from the WPHN TB Coordinator or WIHCC TB Medical Officer.
   d. TB Technicians shall note the disposition of the referral in the log book.

2. For non-active cases, referrals must have a written response with a copy for patient's chart and the original sent to the person within ten (10) working days per service unit policy.
3. Active/Suspected/High-Risk referrals shall be completed within five (5) working days. Continued investigation shall be done following the CDC Standard Protocol.

B. WPHN agrees:

All referrals shall be reviewed by WPHN TB Coordinator as needed and logged into the PHN referral book as appropriate. If there are questions, the PHN TB Coordinator or the WIHCC TB Medical Officer shall be available for clarification:

a. The PHN office shall maintain a referral log for completed referrals.
b. Referrals shall be in writing to specify services requested by a medical provider.

VII. SUPERVISION

A. NNTB agrees:

1. Administrative supervision of the TB Technician shall be delegated to the NN TB Coordinator.
2. NN TB Coordinator shall develop performance standards for TB Technician.

B. WPHN agrees:

1. Technical assistance shall be provided by the WIHCC TB Medical Officer and WPHN TB Coordinator.
   a. The TB Medical Officer shall have input into the development of performance standards for TB Technician.
   b. PHN Case Conference team meeting shall include the TB Technician for purposes of coordination, education and sharing of patient information/patient care.
2. Performance evaluation shall be completed with input from the WIHCC TB Medical Officer and WPHN TB Coordinator.

VIII. PATIENT PLAN OF CARE

A. Both parties agree:

1. Newly diagnosed TB Cases shall be reviewed by TB Technician and WPHN TB Coordinator after home visit assessment.
2. Reports shall be reviewed quarterly by the WPHN TB Coordinator and the NN TB Coordinator.

B. NNTB agrees:

1. The TB Technician shall review all new TB reactor/converters to assure proper plan of care.

2. A Performance Improvement tool shall be used to monitor patient outcome by the NN TB Coordinator on a quarterly basis for quality improvement.
3. The program shall document and identify problem areas and monitor until problems are resolved.

C. WPHN agrees:

The WIHCC TB Medical Officer, WPHN TB Coordinator or Pharmacy shall provide medical supervision with plan of care.

IX. MEDICATION

A. NNTB agrees:

1. Medication sheet for Directly-Observed Therapy (DOT) shall be reviewed and implemented by TB Technician and WPHN TB Coordinator for each patient receiving medication.
2. TB Technicians shall make home visits to each referral patient to reinforce treatment instructions and the rationale for TB medication prescriptions.
3. TB Technicians shall administer TB medications to patients. There shall be a written prescription and instructions (on medication bottle). The TB Technician shall observe the patient swallow their medication. Treatment shall be documented for compliance.

B. WPHN agrees:

The WPHN TB Coordinator or WiHCC TB Medical Officer shall give specific instructions and guidance to the TB Technician as needed.

X. CHEST/TB CLINIC

A. NNTB agrees:

1. All TB patients shall be seen in chest clinic to ensure proper management.
2. During Chest/TB Clinics, the TB Technician shall assist in reviewing individual plan of care, determine which patients need chest x-rays, lab tests, medication refills, and appointments.
3. The TB Technician and the WPHN TB Coordinator shall initiate a PCC/EHR consult on post chest clinic and make a follow-up home visit within five (5) working days.
4. The TB Technician and the WPHN/TB Coordinator shall maintain an appointment log of all TB patients.

XI. HEALTH EDUCATION

A. NNTB agrees:

The TB Technician shall provide health education to patients, families, and community:

a. Health education topics shall be related to TB prevention, disease process, treatment and transmission.
b. The NN TB Coordinator and TB Technician shall develop culturally relevant material with abilities to translate into Navajo for patients.

B. WPHN agrees:

The WPHN TB Coordinator may assist the TB Technician in health education presentation to patients, families, and community:

a. The health education topics shall be related to TB prevention, disease process, treatment, and transmission.
b. The Medical Provider, PHN/TB Coordinator, and Pharmacy may provide technical assistance with health education materials.

XII. PERFORMANCE IMPROVEMENT

A. NNTB agrees:

A Performance Improvement Plan shall be established and implemented by NN TB Coordinator to ensure quality patient care i.e., medication compliance, proper therapy, Quality Program Management, etc.:

a. TB Program Management Case Report Revised CDC Report of Verified Case of TB (RVCT) and follow-up 1 and 2 shall be completed and submitted within five (5) days.
b. Data entry on information of aforementioned forms shall be entered at the NN TB Coordinator's office.
c. TB Technician shall document all patient contacts in the patient's medical record (Pre-Printed PCC) utilizing SOAP format.
d. A quarterly report shall be submitted by the NN TB Coordinator in accordance with the Grant Performance Report. The NN TB Coordinator shall forward the quarterly report to the CHR Outreach program Director.

XIII. TERMS AND CONDITIONS

A. PERIOD OF AGREEMENT

This agreement shall become effective upon the date of the last signature below and shall remain in effect until terminated.

B. AMENDMENT AND/OR TERMINATION

This Memorandum of Understanding shall not be amended, altered, or changed except by instrument in writing, agreed to and executed by both parties. This agreement may be terminated at any time during the course of the agreement by any of the parties to the agreement with thirty (30) days written notice to the other parties.

C. CONFIDENTIALITY

The Associate agrees that it will not disclose, in writing or verbally, any protected health information, other patient information or proprietary business information of the WIHCC to which it has access in performing work under this agreement. To the extent Associate has access to protected health information or other patient information and medical records protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, the Standards of Privacy of Individual Identifiable health information at 45 C.F.R. Parts 160 & 164, Associate agrees to comply with the WIHCC's policies regarding Privacy and Patient Confidentiality and the Business Associate Addendum, attached hereto and made a part of this Agreement, regarding

the use and disclosure of protected health information to which it has access in performing work under this Agreement.

D. DISPUTE RESOLUTION

All disputes or claims arising out of the performance or execution of this Agreement shall be resolved, in the first instance, by the oral or written presentation of one party's position to the other party. Both parties shall make a good faith effort to agree upon a solution. If this first instance and resolution fails, disputes or claims shall be resolved administratively according to the laws of the Navajo Nation and if any formal proceedings become necessary, these shall proceed in the courts of the Navajo Nation under the laws of the Navajo Nation. Nothing herein shall be construed as a waiver of the Navajo Nation's sovereign immunity.

E. RELATIONSHIP AMONG THE PARTIES

WIHCC and the NNTB are separate and independent entities and shall not be deemed to have undertaken a joint venture with regard to the activities undertaken under this Agreement, nor shall either be considered to be the agent, employee, or partner or the other.

F. GOVERNING LAW

Applicable Federal and Navajo Nation law shall govern this MOU. All disputes, actions and claims arising from or related to this MOU shall be subject to the exclusive jurisdiction of the courts of the Navajo Nation.

FOR
WINSLOW INDIAN HEALTH CARE CENTER, INC.:

Amelia Wilcox, RN, DPHN — Date 3/21/17
Winslow Indian Health Care Center, Inc.

Julye Barton-Todacheenie, CPO — Date 3/21/17
Winslow Indian Health Care Center, Inc.

Randall Cribbs, Chief Finance Officer — Date 3/21/17
Winslow Indian Health Care Center, Inc.

FOR
NAVAJO NATION:

Russell Begaye, President — Date 3/16/17

Sally N. Pete, Chief Executive Officer
Winslow Indian Health Care Center, Inc.

Date

Larry Schramm, MD, Internist
Winslow Indian Health Care Center, Inc.

3/23/2017
Date

MEMORANDUM OF AGREEMENT
BETWEEN
The NAVAJO NATION, Navajo Department of Health, Navajo WIC Program
AND
Winslow Indian Health Care Center, Inc.

FOR THE PURPOSE OF PROVISION OF AN OFFICE SPACE/AREA

This **MEMORANDUM OF AGREEMENT** is made between Navajo WIC, a Navajo Nation, Navajo Department of Health Program, P.O. Box 1390, Window Rock, Arizona 86515 and located in Window Rock, Arizona, herein referred to as Party A, or Navajo WIC and Winslow Indian Health Care Center, Inc. a Tribal 638 Program, 500 North Indiana Avenue, Winslow, Arizona 86047 and located in Winslow, Arizona, herein after referred to as Party B, or WIHCC.

WHEREAS, Navajo WIC provides services to eligible women, infant, and children with nutrition food supplement and education, and health care referral as needed serving the Dilkon Service area including the Chapter communities of Bird Springs, Dilkon, Indian Wells, Jeddito, Leupp, Tolani Lake, Teesto, and White Cone, and the border-towns of Holbrook, Flagstaff, and Winslow, Arizona; and

WHEREAS, WIHCC provides medical and healthcare needs to Native American Indians in the southwest portion of the Navajo Nation including the Chapter communities of Dilkon, Leupp, Tolani Lake, Teesto, Indian Wells, Jeddito, and White Cone, and the community of Seba Dalkai and Winslow, Arizona; and

WHEREAS, Navajo WIC and WIHCC have a common interest to provide medical, clinical, and disease prevention services, and promote healthy lifestyles throughout the life span of individuals; and

WHEREAS, the Dilkon Navajo WIC was displaced due to lack of office space due to a fire at the Dilkon Chapter administration offices; and

WHEREAS, the WIHCC has graciously allowed Winslow Navajo WIC and Dilkon Navajo WIC to provide services from its site in a trailer owned by the Navajo Nation, which passed its service life, and may be deemed a safety and health hazard; and

WHEREAS, WIHCC recognizes the need for an office space to house Navajo WIC program, allowing it to continue provision of services in the Winslow service area.

RECEIVED
12/15/10

NOW THEREFORE, inconsideration of this Agreement, the Parties do hereby agree to the following:

I. PURPOSE

For WIHCC to provide Navajo WIC an office space at the in Winslow, Arizona health care center. Navajo WIC will provide WIC related services and health care referrals the Chapter and communities served by WIHCC and Navajo WIC.

II. Responsibilities of the Parties:

A. Both Parties A and B agree to:

1. Develop and sustain an environment of cooperation, collaboration, and coordination through a partnership and in good faith.
2. Participate, when appropriate and funding allows, in events of common interest, such as health fairs, conferences, and community activities.
3. Promote quality customer services and public relations.
4. Promote a safe and healthy work environment for co-workers, program participants, and the general public.
5. To the extent either party has access to protected health information or other personal health information and medical records protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation, the Standards of Privacy of Individual Identifiable Health Information at 45 C.F.R. Parts 160 and 164, both parties agrees to comply with the WIHCC's policies regarding Privacy and Patient Confidentiality and the Business Associate Addendum, attached hereto and made a part of this Agreement, regarding the use and disclosure of protected health information to which it has access in performing work at the site noted under this Agreement. Safeguard and protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures of such information without patient authorization. Further, ensure patient rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections. This provision shall survive the termination of this Agreement.

B. Party A shall:

1. Occupy and use at zero dollars for rental or lease to WIHCC for an office space in building "W1-4", room numbers 213 and 214.
2. Respect and comply with applicable standards, protocols, policies, and procedures of WIHCC.
3. Pay for programmatic communication services and related expenses.
4. Provide office equipment, such as computers, printers, copiers, etc.
5. Be responsible for maintenance of office equipment.
6. Respect, comply with, and participate in all drills to promote safe working environment and public safety and health.

7. Conduct only official business of the Navajo Nation as related to the Navajo WIC program and services.
8. Maintain a clean and safe office space, minimizing storage to only equipment, supplies and other necessary items related to performance and delivery of Navajo WIC services.

C. Party B shall:

1. Provide at no cost to Navajo WIC an office space in building "WI-4", furnished room numbers 213 and 214.
2. Respect and comply with applicable standards, protocols, policies and procedures of Navajo WIC as related to the space being occupied.
3. Provide access to internet communication lines for Navajo WIC communication through the internet for programmatic purposes.
4. Inform Navajo WIC of anticipated drills to promote safe a working environment and public safety and health.

III. DURATION OF AGREEMENT

This MOA shall be made effective as of the signature last dated, and shall continue until terminated by either Navajo WIC and/or WIHCC.

IV. KEY CONTACTS

Notices of inquiries regarding this MOA shall be directed to the following:

	FOR PARTY A:	**FOR PARTY B:**
Name:	Henry Haskie	Sally Pete
Title:	Program Manager II	Chief Executive Officer
Address:	P.O. Box 1390	500 N. Indiana Ave
	Window Rock, Arizona 86515	Winslow, Arizona 86047
Phone:	(928) 871-6732	(928) 289-4646
Email:	hank.haskie@nndoh.org	sally.pete@wihcc.org

V. AMENDMENTS

Amendments to this agreement shall be made in writing and signed by all Parties.

VI. RELATIONSHIP OF THE PARTIES

The employees of either party, including volunteer employees, will not be considered employees of the other party for any purpose, neither party has express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

VII. DISPUTES

Disputes shall be settled through good faith negotiation between the parties.

VIII. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver, express or implied, of the Navajo Nation's sovereign immunity.

IX. TERMINATION

Any Party may terminate this MOA or any portion thereof upon giving thirty (30) days written notice to all Parties.

X. APPLICABLE LAW

This MOA shall be governed and interpreted in accordance with the laws of the Navajo Nation. Nothing here in shall be construed as a waiver, express or implied, of the Navajo Nation's sovereign immunity.

XI. ENTIRE AGREEMENT

This MOA embodies the entire terms, conditions, and understanding of the Parties. The parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed herein, and that this MOA constitutes the Parties' entire agreement with respect to the matters addressed herein.

IN WITNESS WHEREOF, we the undersigned, as authorized representatives for the respective parties, hereby sign this Agreement for the mutual benefit of the parties.

FOR PARTY A:

Ramona Antone-Nez, Executive Director: Date: 12/16/15
Navajo Department of Health

FOR PARTY B:

Sally Pete, Chief Executive Officer Date: 09/14/15
Winslow Indian Health Care Center, Inc.

FOR NAVAJO NATION:

Russell Begaye, President Date: 12/21/15
The NAVAJO NATION

MEMORANDUM OF UNDERSTANDING

BETWEEN

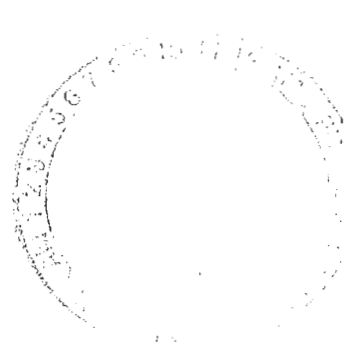
THE NAVAJO NATION EMERGENCY MEDICAL SERVICES

AND

THE WINSLOW INDIAN HEALTH CARE CENTER, INC.

ATTACHMENTS

Attachment	I	Chain of Command
Attachment	II	EMS Medical Director Position Description
Attachment	III	EMS Skills List



This Memorandum of Understanding ("MOU") is entered into by and between the Navajo Division of Public Safety, Department of Emergency Medical Services, Winslow Field Office ("EMS") and the Winslow Indian Health Care Center, Inc. ("WIHCC"). WIHCC and EMS may also be referenced as Party or Parties.

I. PURPOSE

The purpose of the MOU is to strengthen and facilitate an effective coordinated working relationship between WIHCC and EMS. The goal is to provide comprehensive coordination in pre-hospital emergency medical services to the residents/beneficiaries of the geographical area served by the Winslow Field Office pursuant to the Scope of Work in its P.L. 93-638 Contract with Navajo Area Indian Health Service ("NAIHS"). The following articles specify mutual responsibilities and the coordinated efforts to meet the needs of those served by WIHCC and EMS.

II. INTRODUCTION

WIHCC is charged with the responsibility of providing health care services pursuant to an Indian Self-Determination and Education Assistance Act Compact and Funding Agreement with NAIHS for a service area that includes Winslow, Leupp, and Dilkon, Arizona. EMS is charged with providing pre-hospital emergency medical care to persons within its service area which includes Birdsprings, Dilkon, Indian Wells, Leupp, Teesto, Tolani Lake, and Whitecone, Arizona.EMS is supported primarily through an Indian Self-Determination and Education Assistance Act Contract with NAIHS. Supplemental funds are also available from Third Party Reimbursement for services provided by EMS. EMS is a field office in the Department of Emergency Medical Services of the Navajo Division of Public Safety, a division within the Executive Branch of the Navajo Nation Government.

Efforts by and between WIHCC and EMS must be closely coordinated if the emergency care needs of patients are to be satisfactorily met. The functioning of an effective pre-hospital and clinical emergency care system depends upon clearly defined and mutually accepted roles and responsibilities of WIHCC staff and EMS personnel. Successful implementation requires mutual respect and understanding between the Parties.

III. ORGANIZATION

WIHCC and EMS shall have an Emergency Care Committee ("ECC") consisting of, at a minimum, the EMS Emergency Medical Technician ("EMT") Supervisor, the WIHCC EMS Medical Director[1], WIHCCChief Medical Officer, the Urgent Care Nurse Supervisor, and the WIHCC Chief Nurse Executive. The ECC will address and resolve local emergency care problems within the designated service areas of WIHCC and EMS. A formal chain of command will be utilized to address local program issues pursuant to the Chain of Command, *see* Attachment I. At a minimum, the ECC will meet on a quarterly basis. Meeting minutes will be forwarded to the ECC, the EMS Program Manager, and the WIHCC Chief Executive Officer.

[1] The "EMS Medical Director" is not an EMS employee but a WIHCC medical doctor who is assigned to provide medical oversight and advice to EMS personnel in the Winslow Field Office.

IV. PERIOD OF AGREEMENT

The administrative procedures and responsibilities set out in this MOU shall be effective October 1, 2014 and shall remain in effect for a period of five fiscal years ending September 30, 2019 unless the Parties agree to amend the MOU pursuant to Paragraph V.

V. AMENDMENTS AND TERMINATION

If the MOU is to be amended, altered or changed, it shall be done by an instrument in writing that is agreed to and duly executed by both Parties hereto. If termination would be contemplated, the termination would not apply to pre-hospital emergency medical services provided by EMS and WIHCC. WIHCC would give at least sixty (60) days prior written notice to EMS should WIHCC ever need to decide to terminate non-medical services such as the provision of office space, immunizations for EMS personnel, or continuing education.

VI. CONFIDENTIALITY AND PUBLICATION

The Parties agree that the terms and conditions of confidentiality pursuant to the Health Insurance Portability & Accountability Act of 1996 and the Navajo Nation Privacy Act are applicable to each Party. Information exchanged through this MOU shall not be used for purposes other than those covered in the MOU without prior approval of both Parties.

VII. DISPUTE RESOLUTION

Any dispute arising out of the application and implementation of this MOU shall be resolved through informal discussion and resolution by the ECC. If the ECC cannot reach informal resolution, the dispute shall be presented in writing to the Chief Executive Officer of WIHCC and the Program Manager of EMS who will make a good faith effort to reach a resolution within thirty (30) days of receiving the written request.

VIII. POINTS OF CONTACT

In addition to serving as Points of Contact for notice and information purposes, the Points of Contact will also monitor the implementation of this MOU and may recommend changes to the MOU based upon their evaluation and assessment of performance under this MOU. Any notices shall be sent by certified mail.

WIHCC:
Frank Armao,Chief Medical Officer
Winslow Indian Health Care Center, Inc.
500 N. Indiana Avenue
Winslow AZ 86047
Tele: 928-289-6233
Fax: 928-289-6289

EMS:
Henry Wallace, Program Manager
Department of Emergency Medical Services
P.O. Box 3360
Window Rock AZ 86515
Tele: 928-871-6410l
Fax: 928-871-7789

IX. WIHCC RESPONSIBILITIES

The responsibilities of WIHCC are enumerated as follows:

A. The EMS Medical Director will provide on-line and off-line medical direction to EMS at the local level in accordance with New Mexico Administrative Code 4.2 as defined under New Mexico regulations. The EMS Medical Director's off-line

control responsibilities will include, but are not limited to, monitoring and evaluating pre-hospital care through review of a random selection of ambulance runs on a monthly basis. The EMS Medical Director's full duties and responsibilities are set forth in Attachment II.

B. WIHCC will follow established standards as published in the Indian Health Manual, Part 3, Chapter 17; the Accreditation Association for Ambulatory Health Care Accreditation; and the WIHCC Policies and Procedures.

C. WIHCC will make office space available at no cost to EMS in accordance with the standards and regulations under the Occupational Safety and Health Administration ("OSHA") including but not limited to janitorial services, internet/intranet capability, a copier, a fax machine, and telephone and fax lines.

D. WIHCC, through the Online Medical Director and in conjunction with the WIHCC Pharmacy and Therapeutic ("P&T") Committee, will develop policies on EMT Paramedics emergency medication usage and will designate a WIHCC employee to be responsible for checking ambulance emergency drug boxes for drug expiration dates and replacements. WIHCC, through the P&T Committee and in conjunction with the Online Medical Director, will also establish policies and procedures that are consistent with the New Mexico EMS Scope of Practice for Allowable Drugs and Routes of Administration for the use and tracking of controlled substances provided by WIHCC for use by EMS.

E. WIHCC will provide to EMS emergency equipment supplies such as linen, bandages, splints, IV fluid, and drugs on an as-needed basis. WIHCC will provide and be responsible for the costs of preventive and corrective maintenance and necessary equipment repair for EMS equipment. For such repair, WIHCC will assume a maximum of $500 per year for any one unit of equipment and a maximum total of $2,000 per year for all equipment assigned to the Winslow Field Office. Beyond these costs, EMS will be responsible for costs to repair and replace equipment.

F. WIHCC will provide adequate disposable and reusable personal protective equipment for EMS use as currently recommended by the EMS Bureau, New Mexico Department of Health, when addressing infectious diseases and biological, chemical and radiation exposure. This will include items such as gowns, N95 masks (and their fitting), gloves, and goggles. It will not include Hazardous Materials containment protective equipment, powered air purifying respirators or self-contained breathing apparatus.

G. WIHCC will provide OSHA-required immunizations, post-exposure prophylaxis, and occupational disease surveillance (e.g., TB skin testing) for EMS personnel through the usual mechanism in place for WIHCC-based employees.

H. WIHCC will offer online continuing education developed in coordination with the EMT Supervisor on a schedule determined by the EMT Supervisor and the EMS Medical Director. Such continuing education will be consistent with the EMS personnel EMT licensure level in accordance with the EMS Bureau, New Mexico Department of Health, Continuing Education Guide for Licensed Personnel and Continuing Education Coordinators. The EMS Medical Director will determine the appropriate training pursuant to the Skills List established by the National Registry of Emergency Medical Technicians, *see* the 16 skills included in Attachment III. WIHCC will also provide annual mandatory training to EMS field staff.

I. WIHCC will be primarily responsible for arranging inter-facility transports, meaning the transportation of patients and medical personnel from WIHCC to and from the airport and to other medical facilities.

1. EMS will provide backup to WIHCC to transport patients to referral local hospitals and to or from the airport when no other transport option is available.
2. Whether and when to utilize EMS as a backup transport will be made collaboratively by EMS, the online control physician, and the nursing personnel who are typically involved in arranging inter-facility transports.
3. The decision-making process whether to use EMS as a backup transport will recognize and prioritize competing needs--primary among the competing needs will be that pre-hospital transports by EMS will take priority over any inter-facility transports.

J. WIHCC may provide a transport nurse/doctor, if and as available, on all inter-facility transports done by EMS when the condition and/or treatment of a patient requires Advanced Life Support skills and continued stabilization that exceeds the scope of practice of available EMS personnel.

K. Pursuant to the WIHCC Disaster Plan, the EMS Medical Director and the EMS Medical Director or the Urgent Care Center Physician in Charge will decide the extent of EMS' participation when a disaster occurs in or at WIHCC.

X. EMS RESPONSIBILITIES

The responsibilities of EMS are enumerated as follows:

A. The number one priority of EMS is to provide pre-hospital emergency medical care within its designated service area.

B. While responding to a pre-hospital medical emergency call, EMS personnel will immediately notify the ER/Urgent Care Physician or Nurse:

1. of any life-threatening problems to the patient (emergency cases, cardiac arrests, major trauma, active bleeding and obstetrical emergencies or

labor) so that the physician or nurse can provide patient care guidance and instruction while en route.

2. of any patient in obvious distress, even if the patient is physically stable, such as exhibiting bizarre behavior, having been a sexual assault victim, or other similar kinds of distress.
3. of any intention to discontinue or change a planned run.
4. of any intention not to transport after having done a patient evaluation.

C. EMS is the first responder to provide ambulance coverage in responding to emergency medical calls in its designated service area. If EMS is unavailable to respond to an emergency medical call, WIHCC may provide ambulance coverage but only if the WIHCC medical transport is available. EMS will immediately notify WIHCC Urgent Care Physician on-duty whenever EMS personnel leave to respond to an emergency call or for other duties. EMS will immediately notify the WIHCC Urgent Care Physician and/or Urgent Care Charge Nurse of any change in or of the unavailability of EMS manpower and/or equipment.

D. EMS personnel will complete all required reports immediately after transfer of patients to Urgent Care staff at WIHCC. Copies of these reports will be placed in patient medical records by the end of each EMS shift.

E. With respect to any WIHCC equipment used by EMS, EMS will assure compliance with WIHCC's preventive maintenance schedule pursuant to the WIHCC Property Policy and Procedures, 2.8 Maintenance. Equipment referred to include but are not limited to those requiring annual and bi-annual biomedical calibration checks such as cardiac defibrillator/automatic external defibrillator and vital machines. WIHCC will cover the costs of calibration and maintenance checks. EMS will be responsible for the major repair costs or necessary replacement costs only if damage to WIHCC equipment occurs due to the gross negligence of EMS while in possession of and/or using WIHCC equipment.

F. EMS will perform administrative functions and adequately maintain EMS vehicles to ensure quality emergency care. However, these activities will not take precedence over providing pre-hospital emergency medical care or assisting WIHCC in emergency situations. EMS will inform the WIHCC Urgent Care Physician or Urgent Care Charge Nurse when its personnel leave to respond to an emergency call or to perform other duties.

G. EMS personnel will follow EMS General Orders, EMS Policies and Procedures, and the Navajo Nation Personnel Policies Manual as they perform their responsibilities under this MOU.

H. EMS will provide completed background investigation checks to the Human Resources Director at WIHCC for every EMS personnel performing services under this MOU, which background checks will be in conformance with the Indian Child Protection and Family Violence Prevention Act.

I. EMS will be informed of those WIHCC policies and procedures directly relevant to performing services under this MOU and will appropriately comply with them. EMS personnel will participate in the mandatory training that is required of all WIHCC staff, and an EMS representative will participate on the WIHCC Injury Prevention Committee.

J. EMS personnel will be involved in all appropriate Quality Management and Performance Improvement Programs, disaster preparedness planning and testing, and will coordinate continuing education needs with the EMS Medical Director.

XI. SOVEREIGN IMMUNITY

Nothing in this MOU, or in any future amendments, shall be construed as waiving the sovereign immunity of the Navajo Nation. Nothing in the MOU shall waive any rights of the Parties under applicable federal law.

XII. LIABILITY AND EMPLOYEE STATUS

Both Parties are separately funded by a Compact (WIHCC) or a Contract (EMS) pursuant to the Indian Self-Determination and Education Assistance Act. For purposes of coverage under the Federal Tort Claims Act, individuals providing health care services under their respective Compact or Contract are deemed to be employees of the Federal Government. For purposes of this MOU, each Party will remain liable for the acts or omissions of its own employees. WIHCC employees and EMS employees, while performing services under this MOU, remain employees of their respective employer, and the respective employer shall remain liable for any worker's compensation claims. Any claims against the Navajo Nation arising under this MOU will be subject to the limitations of the Navajo Sovereign Immunity Act.

XIII. APPROVAL

This MOU has been reviewed and approved for use by the management of WIHCC and the Navajo Nation on behalf of EMS. The MOU will be reviewed every five years, and a renewal will be processed and completed by WIHCC and EMS at least 60 days before the end of each five-year period. If modifications are recommended, such modifications will be done in accordance with Section V.

XIV. SIGNATURES

This MOU is not valid until duly signed by the designated persons set forth below. The MOU is entered into by and between the Parties on the date set out below as presented by the affixed signatures. Those persons signing on behalf of the respective Parties represent that they are authorized to sign.

Winslow Indian Health Care Center:

Dr. Frank Armao, Chief Medical Officer — Date: 7/21/15

General Services Supervisor — Date: 7/23/15

Sally Pete, RN,, Chief Executive Officer — Date: 07/24/15

Navajo Nation:

Henry Wallace, Program Manager
Department of Emergency Medical Services — Date: 7-29-15

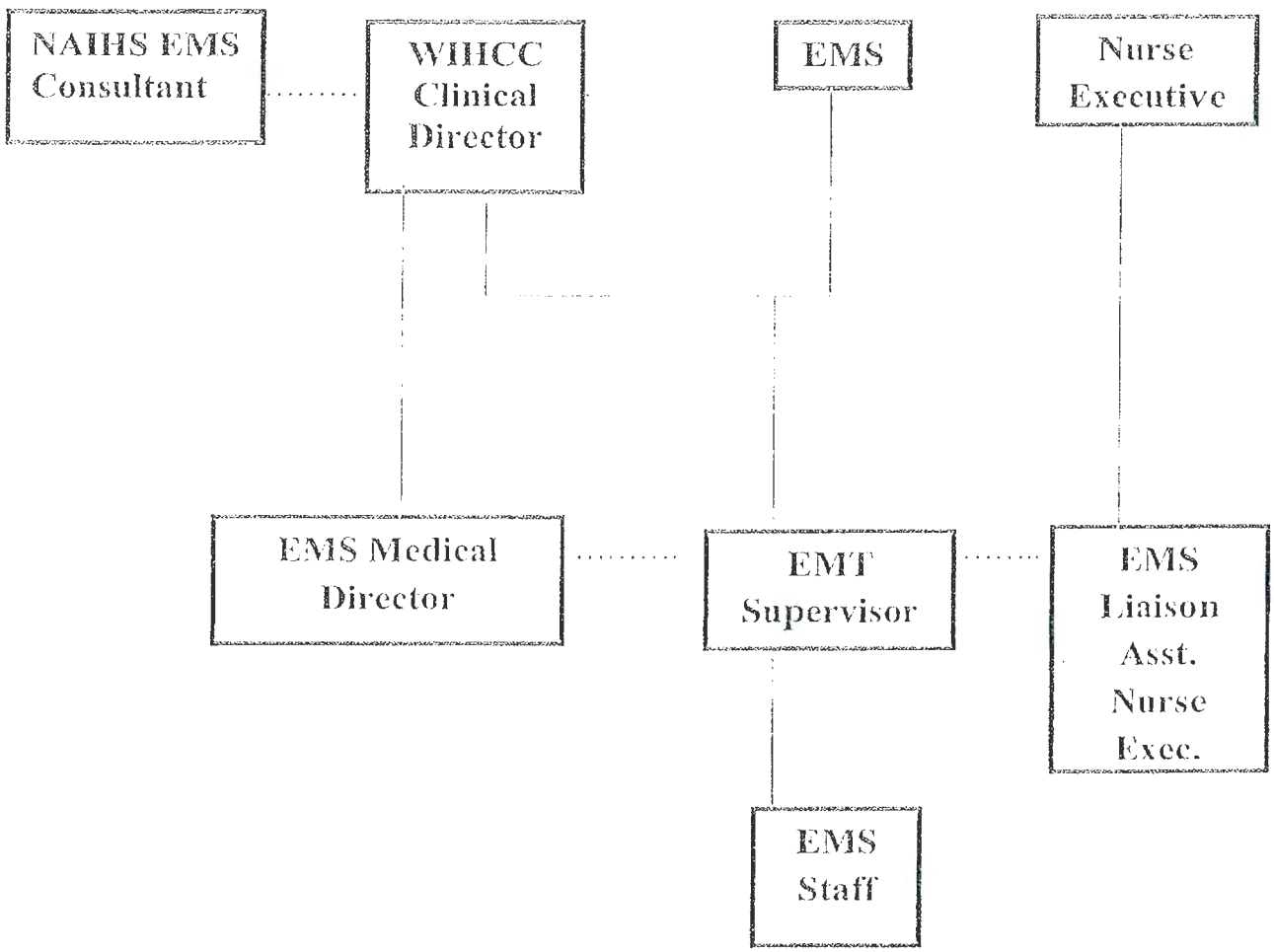
Jesse Delmar, Executive Director
Navajo Division of Public Safety — Date: 07-31-15

Russell Begaye, President
Navajo Nation — Date: 8/11/15

Attachment I

CHAIN OF COMMAND

EMS/WIHCC



Attachment II

Winslow Indian Health Care Center
URGENT CARE PHYSICIAN/EMS MEDICAL DIRECTOR

INTRODUCTION:

The UCC Physician/EMS Medical Director provides comprehensive medical care services for patients presenting to WIHCC Urgent Care Center (UCC) with urgent and emergent conditions. The physician also serves as WIHCC's liaison to the Navajo Nation EMS Program, and provides medical supervision and guidance for EMS services. The UCC Physician / EMS Director will work under the supervision of the Chief Medical Officer.

MAJOR DUTIES AND RESPONSIBILITES:

Interviews and examine patients, reviews past medical history, and requests and/or performs diagnostic tests and examinations necessary to obtain all possible information for each case. Diagnoses and treats patients of all ages with a wide range of medical problems ranging from relatively routine care to more complex, acute, and life-threatening emergency care. Provides emergency stabilization as necessary, and arranges appropriate transportation to referral centers and tertiary care facilities when definitive curative management cannot be adequately provided here at WIHCC. Coordinates and integrates information on all such referrals and assures provision of timely follow-up care as required. Makes appropriate entries of all care provided in patient medical records in accordance with Winslow Indian Health Care Center policies and procedures, as well as regulatory requirement, requirements of accreditation bodies and third party payers. Manages flow of patients through UCC and oversees triage such that undue delays in patient care are minimized, and patients are cared for in a timely manner consistent with patient acuity.

As EMS Medical Director, physician provides on-line and off-line medical supervision of Navajo Nation EMS Program, and serves as member of WIHCC Emergency Care Committee (ECC) to address pertinent issues relevant to pre-hospital and in-house emergency services. Physician performs responsibilities consistent with WIHCC Memorandum of Agreement with Navajo Nation EMS, providing ambulance run reviews with EMT's at least monthly, and providing or coordinating training opportunities as appropriate and available. The EMS Medical Director will also work with the WIHCC ECC and Pharmacy and Therapeutics Committee to develop Scopes of Practice for EMT's and protocols for emergency medication administration.

QUALIFICATIONS, KNOWLEDGE AND ABILITIES REQUIRED BY THE POSITION:

- This position requires a Degree in Medicine, and completion of an approved residency in a primary care specialty; Board Certification or eligibility in a primary care specialty; or 5 years' experience working in an ER or urgent care setting. The position also requires and unrestricted license to practice medicine in the State of Arizona.
- This position requires a knowledge of, and sensitivity to, cultural and language differences. Must have excellent interpersonal skills in handling interactions with hospital staff, or other agencies, groups, and patients and families.
- Must be able to work as a Team Member and develop productive and cooperative working relationships with health care providers within the facility as well as healthcare providers in hospitals and nursing homes, as well as private practitioners and law enforcement agencies throughout the community.

As required by P.L. 93-638, absolute preference will be given to qualified Navajo applicants. If there are no qualified Navajo applicants, preference will be given to qualified Indian applicants.
Created: 05/23/2006, gs
Revised 08/24/2009, jc

Attachment III

National Registry of Emergency Medical Technicians

Sixteen Skills

- Bleeding Control/Shock Management
- Cardiac Arrest Management/AED
- Dynamic Cardiology
- Intravenous Therapy
- Joint Immobilization
- Long Bone Immobilization
- Oral Station
- Patient Assessment -- Medical
- Patient Assessment -- Trauma
- Pediatric Intraosseous Infusion
- Pediatric Respiratory Compromise
- Pediatric (<2 yrs.) Ventilatory Management
- Spinal Immobilization (Seated Patient)
- Static Cardiology
- Supraglottic Airway Device
- Ventilatory Management - Adult

NAVAJO NATION CONDITIONS FOR DESIGNATION AS

TRIBAL ORGANIZATION FOR HEALTH CARE PURSUANT TO

INDIAN SELF-DETERMINATION ACT
(P.L. 93-638 AS AMENDED)

Navajo Nation Conditions for
Designation as Tribal Organization for Health Care Pursuant to the Indian Self-Determination Act (P.L. 93-638, as amended)

The Navajo Nation and the designated "Tribal Organizations" shall cooperate under the principles of Ké to ensure that the health care needs of all Navajo citizens are fully met.

The designation of "Tribal Organization" for participation in the Indian Self-Determination Act (P.L. 93-638 as amended) is a revocable designation and is conditioned on the continued, ongoing and full compliance with the terms and conditions as set forth below:

1. The designated "Tribal Organization"
   Must qualify as a participant under the Indian Self Determination Act (P.L. 93-638, as amended) as follows:
   (A) Completing, to the satisfaction of the Health, Education and Human Services Committee and the Naabik'iyati' Committee of the Navajo Nation Council, a planning phase as described under the Act and which includes:
      (1) Legal and budgetary research; and
      (2) Internal tribal government planning and organizational preparation relating to the administration of health care programs.
   (B) Requesting participation Title V, Self-Governance, by resolution of the Health, Education and Human Services Committee and the Naabik'iyati' Committee of the Navajo Nation Council; and
   (C) Demonstrating financial stability and financial management capability for the three (3) fiscal years immediately preceding the application for Title V, Self-Governance.
2. The designated Tribal Organization shall maintain its eligibility for third party payments under the Centers for Medicare and Medicaid Services (CMS).

3. The designated Tribal Organization shall maintain continued accreditation by a nationally recognized accreditation program.
4. The designated Tribal Organization shall operate and administer their Self-Governance Compact programs under the oversight of the Health, Education and Human Services Committee

5. The designated Tribal Organization shall appear before and report to the Health Education and Human Services Committee and the Naabik'iyati Committee of the Navajo Nation Council whenever requested to do so.

6. The designated Tribal Organization shall maintain compliance with all monitoring and reporting requirements duly established by the Health, Education and Human Services Committee, including:

(A) Submission to the Health, Education and Human Services Committee of copies upon receipt, of all final Federal Single Audit Act audit reports, including Audited Financial Statements, and final survey reports issued by its nationally recognized accreditation organizations(s) and all associated corrective action plans, with copies to the Navajo Nation Department of Health.

(B) Submission of copies of the Self-Governance Compact and all Annual Funding Agreements to the Navajo Nation Department of Health.

(C) Submission of copies of the designated "Tribal Organization's" Annual Report, upon acceptance of same by the "Tribal Organization", to the Health, Education and Human-Services Committee and to the Navajo Nation Department of Health. The format, criteria and due date of the Annual report shall be determined by the Health, Education and Human Services Committee.

(D) Submission of a listing of the Board of Directors-identified by Chapter, description of method of selection of Board, length of term and by-laws.

7. The designated "Tribal Organization" shall maintain continued compliance with all applicable Navajo Nation laws and regulations, including, but not limited to, the Navajo Preference in Employment Act and shall provide a report on employment compliance to the Health, Education and Human Services Committee annually and upon request.

8. The designated "Tribal Organization" shall maintain compliance with all applicable Navajo Nation Health care policies and priorities duly adopted by the Health and Social Services Committee and shall demonstrate the establishment and operation of a traditional medicine program as an integral component of the provision of health care.

9. The designated "Tribal Organization" will consult and cooperate with the Navajo Nation Department of Health concerning the public health needs and programs of the Navajo Nation.

10. The designated "Tribal Organizations" and Navajo Nation Department of Health shall timely develop and on-going written policy for consultation on matters of public health and have such policy approved by the Health, Education and Human Services Committee.

11. The designated "Tribal Organizations" and Navajo Nation Department of Health and Navajo Nation Department of Emergency Medical Service shall enter Memorandum of Understandings for the Navajo Nation's use and occupancy of the designated Tribal Organization's facilities as long as such use and occupancy does not interfere with direct care services.

12. The designated "Tribal Organization", in its dealings with the federal and state government, be it lobbying, advocacy, litigation, or negotiating efforts, shall only take positions or make arguments, consistent with official published Navajo Nation positions. The designated "Tribal Organization" shall report and consult with the Health, Education and Human Services Committee prior to such undertakings.

13. The designated "Tribal Organization" shall not directly charge any tribal member for health care services nor charge the Navajo Nation Employee Benefit Plan or Workers Compensation Plan for health care services provided to a covered tribal member unless the Indian Health Service would be able to charge the tribal member for the same service under the same circumstances unless otherwise authorized by the Naabik'iyati' Committee of the Navajo Nation Council.

14. The designated "Tribal Organization" shall provide direct patient care to all Native American eligible users unless otherwise authorized by the Naabik'iyati' Committee of the Navajo Nation Council.

HEALTH, EDUCATION AND HUMAN SERVICES COMMITTEE
Regular Meeting
December 17, 2018

Roll Call
Vote Tally Sheet

LEGISLATION NO. 0316-18

AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES; RECOMMENDING FOR APPROVAL OF THE NAA'BIK'IYATI' COMMITTEE THE DESIGNATION OF THE WINSLOW INDIAN HEALTH CARE CENTER 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

(Note: Eligible for Committee Action October 03, 2018)
Sponsor: Honorable Lee Jack, Sr.

Amendment One (1) Motion: Page 1,Line 14; Page 3, Lines 7, 8, 18, 19: Motion to change all "Twenty-Five (25) years" to "Fifteen (15) years" - throughout entire Legislation 0316-18; **Page 3, Lines 7, 8, 18, 19:** Motion to change all "ending September 30, 2045" to "September 30, 2035" - throughout entire Legislation 0316-18

December 17, 2018 - Main Motion
Motion by: Honorable Nelson BeGaye
Seconded by: Honorable Olin Kieyoomia
Vote: 2 in favor; 1 Opposed; Chairperson Not Voting
Yeas: Nelson Begaye; Olin Kieyoomia
Nays: Norman M. Begay; Absent (excused): Amber Kanazbah Crotty; Nathaniel Brown

December 17, 2018 - Amendment One (1) Motion
Motion by: Honorable Olin Kieyoomia
Seconded by: Honorable Norman M. Begay
Vote: 2 in favor; 1 Opposed; Chairperson Not Voting
Yeas: Olin Kieyoomia; Nelson Begaye;
Nays: Norman M. Begay ; Absent (excused): Amber Kanazbah Crotty; Nathaniel Brown

December 10, 2018 - Deleted off agenda

October 29, 2018 - TABLED to December 27, 2018
TABLED Motion by: Honorable Amber Kanazbah Crotty
Seconded by: Honorable Norman M. Begay
Vote: 4 in favor; 1 Opposed; Chairperson Not Voting
Yeas: Amber Kanazbah Crotty; Norman M. Begay; Nathaniel Brown; Olin Kieyoomia
Nays: Nelson BeGaye; Absent (excused): None

October 22, 2018 - Main Motion
Motion by: Honorable Nelson BeGaye
Seconded by: NO SECOND; NO ACTION TAKEN

October 22, 2018 - Suspend Floor Rule #9: For Legislations 0316-18 and 0317-18 to be read into record electronically at a later date
Motion by: Honorable Norman M. Begay
Seconded by: Honorable Amber Kanazbah Crotty
Vote: 3 in favor; 1 Opposed; Chairperson Not Voting
Yeas: Norman M. Begay; Amber Kanazbah Crotty; Nathaniel Brown; Nays: Nelson BeGaye;
Absent (excused): None

Jonathan L. Hale, Chairperson
Health, Education and Human Services Committee

Beverly Martinez, Legislative Advisor
Health, Education and Human Services Committee