

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

23<sup>RD</sup> Navajo Nation Council - Third Year, 2017

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES, BUDGET AND FINANCE AND NAABIK'ÍYÁTI'; SUPPORTING AND APPROVING MEMORANDUM OF UNDERSTANDING AND INTENSIVE TRAINING AND TECHNICAL ASSISTANCE COMMUNITY BUDGET AGREEMENT BETWEEN THE NAVAJO NATION AND KAUFFMAN AND ASSOCIATES, INC. FOR PARTICIPATION IN THE TRIBAL TRAINING AND TECHNICAL ASSISTANCE CENTER'S INTENSIVE AND TECHNICAL ASSISTANCE PROCESS EVALUATION ACTIVITIES

**Section One. Authority**

1. The Health, Education and Human Services Committee (HEHSC) is a standing committee of the Navajo Nation Council. It is empowered to review and recommend resolutions regarding certain matters, including health, education and social services. 2 N.N.C. §§ 164 (A) (9), 400 (A), 401 (B) (6) (a) (2012); *see also* CO-45-12.
2. The Budget and Finance Committee is a standing committee of the Navajo Nation with authority, among other powers and responsibilities, to review and coordinate activities relative to federal funds intended to be expended for benefit of Navajo people. 2 N.N.C. §301(B) (5).
3. The Naabik'íyáti' Committee of the Navajo Nation Council, among other duties and responsibilities, "coordinate[s] all federal, county and state programs with other standing committees and branches of the Navajo Nation government to provide the most efficient delivery of services to the Navajo Nation. 2 N.N.C. §701(A) (4).

**Section Two. Findings**

1. The Substance Abuse and Mental Health Services Administration (SAMHSA) is the agency within the U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health of the nation. SAMHSA's mission is to reduce the impact of substance abuse and mental illness in American communities. SAMHSA makes grant funds available through the Center for Substance Abuse Prevention, the Center for Substance Abuse Treatment, and the Center for Mental Health Services.
2. The SAMHSA Tribal Training and Technical Assistance Center provides guidance to tribal communities and organizations in using cultural knowledge and strengths to support wellness.

3. Kauffman and Associates, Inc., (KAI) provides training and technical assistance to Indian tribes, as well as providing research and data collection services. KAI is seeking to collaborate with the Navajo Nation in mobilizing and sustaining prevention efforts focused on the prevention of mental and substance use disorders, suicide and the promotion of mental health for children, youth and their families.

### Section Three. Approval of MOU

1. The Navajo Nation hereby supports and approves the attached Memorandum of Understanding (MOU) between Kauffman and Associates, Inc. and the Navajo Nation, marked as Exhibit "A", provided that the collected information or data becomes the property of the Navajo Nation. The Navajo further supports and approves the related Intensive Training and Technical Assistance Community Budget Agreement, marked as Exhibit "B".
2. The President of the Navajo Nation is authorized to sign and execute the documents approved herein.
3. The MOU and the Training and Technical Assistance Community Budget Agreement approved by this action shall be implemented in accordance with requirements of Navajo Nation law. Further, surveys anticipated shall be conducted in accordance with provisions of the Navajo Nation Human Research Code. 13 N.N.C. §§ 3251 et seq.

### CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 23rd Navajo Nation Council at a duly called meeting in Tse Bonito, Navajo Nation (New Mexico), at which a quorum was present and that the same was passed by a vote of 15 in favor and 0 oppose, this 9<sup>th</sup> day of February, 2017.

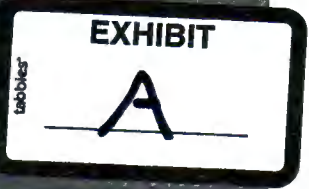


Honorable Lorenzo C. Bates, Chairperson  
Naabik'íyáti' Committee

Motion: Honorable Nathaniel Brown  
Second: Honorable Nelson S. BeGaye



SAMHSA  
Tribal Training and  
Technical Assistance Center



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NAVAJO NATION  
AND KAUFFMAN & ASSOCIATES, INC.

This Memorandum of Understanding (MOU) is hereby entered into by and between Kauffman & Associates, Inc. (KAI) and the Navajo Nation for participation in the Tribal Training and Technical Assistance (TTA) Center's (Center) Intensive Training and Technical Assistance (TTA) process evaluation activities. The Center's Intensive TTA is funded through a contract with the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services and is a project of Tribal Tech, LLC (prime contractor), in which KAI serves as subcontractor to administer Intensive TTA to American Indian and Alaska Native communities.

In consideration of this MOU and the promises and conditions made herein, KAI, as a subcontractor, and the Navajo Nation agree to the following:

**1.0 Purpose**

- 1.1. The purpose of this MOU is to describe the mutual responsibilities of KAI and the Navajo Nation with regard to the sharing, analysis, and dissemination of community information or data acquired through the Center's Intensive TTA process evaluation. The MOU is a supplement to the mutual programmatic and fiscal responsibilities described in the Tribal Resolution and Community Budget Agreement.

**2.0 Terms**

- 2.1 The terms of this agreement shall be as of the effective date (per section 6.3 of this MOU) until September 12, 2018 (end of Center contract), and is subject to the availability of project funding. Either party may terminate this agreement upon written notice.

**3.0 Mutual Responsibilities**

- 3.1 Collaboration: The Navajo Nation and KAI agree to work together to accomplish the Navajo Nation's involvement in the Center's Intensive TTA and associated process evaluation activities to mobilize and sustain prevention efforts focused on the prevention of mental and substance use disorders, suicide, and the promotion of mental health for Native children, youth, and their families.

There is no charge to the Navajo Nation to participate in the project; however, participating communities have provided in-kind contributions, such as space and other resources (e.g., waiving or limiting indirect costs, office space for the lead contacts and community-based coordinator, meeting spaces for oversight panel members to meet or conduct onsite events or activities, and use of equipment and supplies, as needed).

- 3.2 Data: KAI may collect, transfer, store, and analyze certain data related to the Center's Intensive TTA, subject to the following:

- A. KAI will report information related to site visits and ongoing communications about the Navajo Nation's progress towards project goals and objectives to SAMHSA (e.g., site visit attendees, next steps for training



and technical assistance, prevention and sustainability plan efforts). Reports summarizing site visits and detailing ongoing communications with the Navajo Nation are subject to immediate submission to SAMHSA (daily, monthly, biannually, annually, and end-of-contract) and will be presented to the Navajo Nation upon request. KAI may send information related to the Navajo Nation's involvement in Intensive TTA to Tribal Tech's Focused TTA staff members for ongoing TTA.

- B. KAI may compile local demographic information, statistics, project participation information, and Community Readiness Assessment (CRA) scores to draft a Community Story about the Navajo Nation's participating communities (Shonto, AZ, Ganado, AZ, Sheepsprings, NM, and Alamo, NM). Community-specific information to be included in an official SAMHSA-requested Community Story report will be provided to the Navajo Nation's designee who has authority for review and approval. If the Navajo Nation does not respond to the request for review (within the specified timeframe), KAI will presume that the report meets with the Navajo Nation's approval. KAI may send information about local demographics, statistics, project participation, and CRA scores to Tribal Tech staff.
- C. KAI may collect certain evaluation information from individuals residing or working in communities located within the reservation boundaries of the Navajo Nation's participating communities (Shonto, AZ, Ganado, AZ, Sheepsprings, NM, and Alamo, NM) through survey instruments and debriefing sessions. KAI will gather process evaluation data during certain onsite and offsite project events (i.e., the introductory site visit, CRA virtual trainings, a Gathering of Native Americans/Gathering of Alaska Natives, community and mobilization planning events, training and technical assistance site visits, local tribal leaders' meetings, and the sustainability site visit).
  - 1. No personal identifiers of any individual surveyed (i.e., names, addresses, and affiliations with organizations) shall be used or otherwise disclosed by KAI, its employees, team members, project consultants, or subcontractors, if any, to anyone for any purpose. To this end, any individualized answers or data shall be aggregated by survey or variable category.
  - 2. KAI agrees to store all data collected in Microsoft Word and Excel documents within a secured, password-protected folder on the KAI computer-based file server. Any information pertaining to the process evaluation will only be transferred via email through the secured KAI file server. Any evaluation information in hard copies will be kept in file folders in a locked cabinet. Only the Navajo Nation's designee, Intensive TTA team members, and Tribal Tech team members, under the direction of the Center Project Co-Director Gloria Guillory will have access to the stored evaluation information and agree to ensure its confidentiality.
  - 3. KAI will use community-specific information, as well as combined findings of participating tribal communities and Alaska Native villages to report aggregated results in evaluation reports to SAMHSA. Any community-specific information to be included in evaluation reports will be provided to the Navajo Nation designee who has authority for review and approval. If the Navajo Nation does not respond within the specified timeframe of the request for review, KAI will presume that the report meets with the Navajo Nation's approval. In addition, any community-specific findings included in reports may be used by the Navajo Nation to assist with obtaining and securing other funding sources to ensure and sustain the prevention efforts.

4. If applicable, KAI shall abide by the Navajo Nation Institutional Review Board (IRB) standards for use and approval of process evaluation tools and methods, and of any community-specific report that KAI may produce regarding the process evaluation's analysis and findings. KAI shall follow up with the Navajo Nation designated IRB entity to determine if the Navajo Nation requests IRB review and approval of the process evaluation instruments. Based on this determination, KAI will, if needed, seek IRB review and approval.

## 4.0 Non-Waiver of Sovereign Immunity

- 4.1 Nothing herein shall be construed as a waiver of the Navajo Nation sovereign immunity.

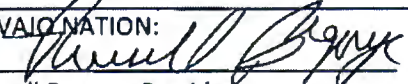
## 5.0 Disputes

- 5.1 All disputes over the performance of work or services provided in the execution of this MOU will be resolved administratively. Nothing herein shall be construed as a waiver of the Navajo Nation sovereign immunity.

## 6.0 Other Provisions

- 6.1 Amendment: The MOU may be amended by mutual agreement of the parties upon 30 days' written notice.
- 6.2 Termination: Either party may terminate this MOU upon 60 days' written notice to the other party.
- 6.3 Effective Date: This MOU shall take effect upon the date of final signature.

IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

NAVAJO NATION: by <u></u> Russell Begaye, President The Navajo Nation P.O. Box 7440   100 Parkway Window Rock, AZ 86515 Phone: (928) 871-7000 Fax: (928) 871-4025  <u>8/2/16</u> Date	KAI: by _____ Jo Ann Kauffman, President Kauffman & Associates, Inc. South 165 Howard St., Suite 200 Spokane, WA 99201 Phone: (509) 747-4994 Fax: (509) 747-5030  _____ Date
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**INTENSIVE TRAINING AND TECHNICAL ASSISTANCE  
COMMUNITY BUDGET AGREEMENT**

THIS AGREEMENT is made and entered into this first (1<sup>st</sup>) day of September, 2016, by and between the Navajo Nation, hereinafter referred to as the "Lead Agency," and Kauffman & Associates, Incorporated, hereinafter referred to as "KAI."

1. **AGREEMENT:** KAI hereby makes the following agreement with the Lead Agency to provide services upon the terms and conditions hereinafter set forth.
2. **TERMS:** The terms of this agreement shall be from the date described above until September 12, 2017, and are subject to the availability of project funding. Either party may terminate this agreement upon written notice. Any unspent community funds (beyond September 12, 2017) will remain at the discretion of the Navajo Nation to use toward implementation of the final community prevention plan/community sustainability plan. Following the completion of Intensive Training and Technical Assistance (TTA), the Navajo Nation or tribal finance department will not be required to submit a request to KAI to modify or change the prevention plan activities or timelines.
3. **PURPOSE:** The purpose of this agreement is to provide community funds to the Lead Agency to engage in the Tribal Training and Technical Assistance (TTA) Center's (the Center) Intensive TTA, which is funded through a contract with the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services and is a project of Tribal Tech, LLC (prime contractor). KAI serves as subcontractor to administer Intensive TTA to American Indian and Alaska Native communities. The community funds will allow the Lead Agency, lead contact persons, oversight panel, and community-based coordinator or consultants to work on the development, finalization, implementation, and sustainability of a community prevention plan/community sustainability plan to address and prevent mental and substance use disorders and suicide, and to promote mental health. By receiving these funds, the Lead Agency agrees to work closely with the assigned Intensive TTA coordinator to plan and conduct onsite engagement activities and participate in remote TTA, provide reports in a timely and thorough manner, and participate in the project evaluation activities.
4. **SERVICES:** The services provided by the Lead Agency shall be as follows:
  - A. The Lead Agency shall provide KAI with the contact information of the lead contact who will be responsible for carrying out the conditions of said agreement.

The primary contact for the Lead Agency shall be:

Name: Theresa Galvan  
Lead Agency: Navajo Nation Department of Behavioral Health Services  
Title: Health Services Administrator

## SAMHSA Tribal Training and Technical Assistance Center

Address: P.O. Box 709 Window Rock, AZ 86515  
Phone/Fax: (928) 871-6235; (928) 729-4209  
Email: [theresa.galvan@nndbhs.org](mailto:theresa.galvan@nndbhs.org)

**B.** Over the course of the Lead Agency's participation in the Center's Intensive TTA, community funds will be distributed incrementally to each of the participating communities of: Shonto, AZ, Ganado, AZ, Sheepsprings, NM and Alamo, NM, as follows:

1. Upon receipt of the tribal resolution for program participation that identifies a recommended Lead Agency, lead contact persons, and oversight panel members, and receipt of a signed Memorandum of Understanding (MOU) with KAI that pertains to data use and data sharing, the Lead Agency (serving as the fiscal agent for the tribe) will receive up to \$25,000 of initial funding (for each participating community). These initial funds will be used to support the personnel costs of a local community-based coordinator, who will assist with implementation of the community prevention plan/community sustainability plan, and/or to hire additional consultants to provide evidence-based trainings approved in the community prevention plan/community sustainability plan. Initial community funds not designated for personnel costs may be used for implementation of the community prevention plan/community sustainability plan (e.g., materials, supplies, and meeting costs).
2. To receive the second and final installment of community funds, the Lead Agency will provide KAI with a financial accounting report that details the use of the initial community funds totaling up to \$25,000 (for each participating community) (as described in 4.B.1). Following the receipt of the tribe's financial accounting report, and upon finalization of approved community sustainability plans (for each participating community), the Lead Agency will receive community funds totaling up to \$10,000 (for each participating community) to assist the communities and the community-based coordinators in implementing the community sustainability plan activities and selected interventions. The community sustainability plans must contain detailed information about the costs related to the sustainability efforts (not to exceed \$10,000 for each participating community).
3. The Lead Agency must submit ongoing financial accounting reports to KAI on a quarterly basis throughout the Navajo Nation remaining participation in the Center's Intensive TTA (through September 12, 2017).

**C. DISTRIBUTION:** The Lead Agency will be responsible for the oversight, approval, and distribution of the community funds (not to exceed \$35,000 for each participating community).

**5. PAYMENT:** Payment will be distributed incrementally over the course of the Lead Agency's participation in Intensive TTA (as described in 4.B.1 and 4.B.2) and upon receipt of the following items:

**A. First Installment—Totaling up to \$25,000 (for each participating community)** *(The expected timeframe to receive these funds is directly based on each participating community's progress in the project-related activities described in 4.B.1 and the Center's Intensive TTA projected timeline for invoicing of these funds, beginning October 1, 2016):*

(1) Tribal resolution and signed MOU



## SAMHSA Tribal Training and Technical Assistance Center

(2) Fully signed and executed community budget agreement (this document)

(3) A budget detailing the use of the initial funds (not to exceed \$25,000 for each participating community), as described in 4.B.1

(4) A written invoice and W-9 form to request payment of the initial funds (not to exceed \$25,000 for each participating community) and supporting budget on tribal or Lead Agency letterhead that identifies the Lead Agency name and address to which the checks would be: (a) PAYABLE TO and (b) SENT TO.

**B. Second Installment - Totaling up to \$10,000 (for each participating community)** *(The expected timeframe to receive these funds is directly based on the participating community's progress in project-related activities and the Center's intensive TTA projected timeline for disbursement of these funds before September 12, 2017):*

(1) A financial accounting report of the initial funds (not to exceed \$25,000 for each participating community), as described in 4.B.1

(2) A community sustainability plan and supporting budget (not to exceed \$10,000 for each participating community), as described in 4.B.2

(3) A written invoice on tribal or Lead Agency letterhead

**6. CHANGES:** Any changes, modifications, or alterations to this agreement shall be made in writing and expressly agreed to by both parties through the signature of their authorized officials.

**7. DISPUTES:** All disputes over the performance of work or services provided in the execution of this agreement will be resolved administratively. Nothing herein shall be construed as a waiver of the Navajo Nation sovereign immunity.

In witness hereof, KAI and the Lead Agency have caused this agreement to be executed by their duly authorized representatives on the day and year first written above.

**LEAD AGENCY:**

Signature: \_\_\_\_\_

Russell Begaye, President

The Navajo Nation

P.O. Box 7440 | 100 Parkway

Window Rock, AZ 86515

Phone: (928) 871-7000

Fax: (928) 871-4025

Tax ID#: 860092335

**KAI:**

Signature: \_\_\_\_\_

Jo Ann Kauffman, President

Kauffman & Associates, Inc.

S. 165 Howard Street, Suite 200

Spokane, WA 99201

Phone: (509) 747-4994

Fax: (509) 747-5030

Tax ID#: 52-1700375

**Sign**





## Tribal Training and Technical Assistance Center – Community Projects

### **BUDGET**

#### **A. Operating Supplies:**

Office Supplies: flip charts, markers, binders, pens/pencils, copier paper, poster printer ink, poster paper, etc. (\$2,500.00 x 4 communities = \$10,000.00)

Activity or Training Materials for Cultural, Faith Based, Youth activities (\$7,500.00 x 4 communities = \$30,000.00)

**Total Supplies: \$40,000.00**

#### **B. Contractual Services:**

Trainers for the following, Equine Therapy, Experiential Therapy, Youth and Family Camps (\$25,000.00 x 4 communities = \$100,000.00)

**Total Consultants/Training: \$100,000.00**

**TOTAL EXPENSES \$140,000.00**

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## **Tribal Training and Technical Assistance Center – Community Projects**

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### **BUDGET JUSTIFICATION**

*(1<sup>st</sup> Installment - \$100,000.00)*

*(2<sup>nd</sup> Installment - \$40,000.00)*

- A. Operating Supplies:** Includes general office supplies, supplies for community presentations, equipment (clip boards, pencils, etc.), educational materials, training materials, paper, and materials needed for all prevention activities and efforts to sustain communities to provide effective activities for youth and families across the Navajo Nation.

**Total Operating: \$40,000.00**

- B. Consultants/Training:** Four communities will work as Consultants to provide training sessions that will be utilized for implementing practice based activities through cultural and traditional teachings as well as motivational events for youths and community members in prevention efforts of mental health and substance use disorders, suicide, for children, youths and their families. Training will be provided for community members to be educated and aware of risk factors within their communities and how to utilize the trainings to learn about protective factors. Includes facility cost for trainings (such as conference rooms and set up charges) and for presenter fees for community workshops, conferences, schools or chapter house.

**Total Consultants/Training: \$100,000.00**

**TOTAL EXPENSES \$140,000.00**



**23rd Navajo Nation Council**  
**Naabik'iyati' Committee**

DATE: February 9, 2017

Legislation 0018-17 (Main Motion)

Motion: Nathaniel Brown

Second: Nelson BeGaye

**ALL DELEGATES:**

	Yea	Nay
BATES, LoRenzo		
BEGAY, Kee Allen Jr.	✓	
BEGAY, Norman M.	✓	
BEGAYE, Nelson	✓	
BENNETT, Benjamin L.	✓	
BROWN, Nathaniel	✓	
CHEE, Tom T.		
CROTTY, Amber K.	✓	
DAMON, Seth	✓	
DANIELS, Herman	✓	
FILFRED, Davis	✓	
HALE, Jonathan L.	✓	
JACK, Lee Sr.		
PERRY, Jonathan	✓	
PETE, Leonard H.		
PHELPS, Walter	✓	
SHEPHERD, Alton Joe		
SLIM, Tuchoney Jr.		
SMITH, Raymond Jr.		
TSO, Otto	✓	
TSOSIE, Leonard	✓	
WITHERSPOON, Dwight		
YAZZIE, Edmund		
YAZZIE, Peterson	✓	


**BY COMMITTEE:**

	Yea	Nay	TOTAL
<b>BFC:</b>			
CHEE, Tom T.			
DAMON, Seth			
JACK, Lee Sr.			
SLIM, Tuchoney Jr.			
WITHERSPOON, Dwight			
TSOSIE, Leonard			
<b>HEHSC:</b>			
BEGAY, Norman M.			
BEGAYE, Nelson			
BROWN, Nathaniel			
CROTTY, Amber K.			
HALE, Jonathan L.			
YAZZIE, Peterson			
<b>LOC:</b>			
BEGAY, Kee Allen Jr.			
DANIELS, Herman			
SMITH, Raymond Jr.			
TSO, Otto			
YAZZIE, Edmund			
<b>RDC:</b>			
BENNETT, Benjamin L.			
FILFRED, Davis			
PERRY, Jonathan			
PETE, Leonard H.			
PHELPS, Walter			
SHEPHERD, Alton Joe			
<b>SPEAKER:</b>			
BATES, LoRenzo			
(Votes only in a tie)			

**GRAND TOTAL**

15 | 0

**CERTIFICATION:**



Honorable LoRenzo Bates  
 Speaker