

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE
25th NAVAJO NATION COUNCIL -- First Year, 2023

AN ACTION RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES UNDER 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, AS AMENDED) ON BEHALF OF THE NAVAJO NATION FOR A SIX YEAR TERM FOR THE PERIOD BEGINNING JANUARY 1, 2024 THROUGH DECEMBER 31, 2029 FOR EMERGENCY MEDICAL SERVICES; APPROVING AND AUTHORIZING THE ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE CONTRACT TERM

BE IT ENACTED:

SECTION ONE. AUTHORITY

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

SECTION TWO. FINDINGS

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

- B. The Navajo Emergency Medical Service ("EMS") is a vital service to the Navajo Nation and provides uninterrupted services to Navajo communities, businesses, and visitors.
- C. The intergovernmental agreement will allow the Navajo Nation Department of Emergency Medical Service to continue the management and operation of emergency medical services within the territorial jurisdiction of the Navajo Nation and contiguous lands.
- D. It is in the best interest of the Navajo Nation to enter into a contract with the United States Department of Health and Human Services for the contract term as set forth in the Self Determination Contract and Annual Funding Agreement, which are attached as **Exhibit A**.
- E. The Navajo Nation Department of Justice reviewed the documents and found them to be legally sufficient as noted in the Executive Branch's 164 Review, attached as **Exhibit B**.

SECTION THREE. APPROVALS

- A. The Navajo Nation hereby approves and authorizes a contract between the Navajo Nation and the United States Department of Health and Human Services, under 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended), for a six year period beginning January 1, 2024 and ending December 31, 2029 for Emergency Medical Services as set forth in the Self Determination Contract attached as **Exhibit A**.
- B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement and Scope of Work for the Navajo Nation Emergency Medical Services for the contract term as set forth in the documents included in **Attachment 2 of Exhibit A**.
- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute and effectuate the Contract, Annual Funding Agreement, and Scope of Work, provided the terms and conditions in such documents are substantially similar to those approved by this resolution.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Naabik'íyáti' Committee of the 25th Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 11 in Favor, and 00 Opposed, on this 9th day of November 2023.



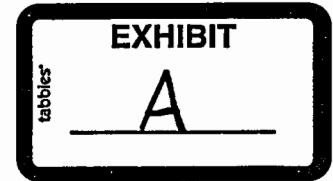
Honorable Casey Allen Johnson, Chairman Pro Tem
Naabik'íyáti' Committee

11/14/23
Date

Motion: Honorable Nathan Notah
Second: Honorable Danny Simpson

Chairman Pro Tem Casey Allen Johnson not voting

INDIAN SELF-DETERMINATION CONTRACT
BETWEEN
THE NAVAJO NATION
EMERGENCY MEDICAL SERVICE
AND
THE UNITED STATES OF AMERICA
SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
CALENDAR YEARS
2024-2029



A. AUTHORITY AND PURPOSE

1. Authority

This agreement, denoted a Self-Determination Contract (referred to in this agreement as the "Contract") is entered into by the Secretary of the Health and Human Services (referred to in this agreement as the "Secretary") for and on behalf of the United States pursuant to Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) and by the authority of the Navajo Nation (referred to in this agreement as the "Contractor"). The provisions of Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) are incorporated in this agreement.

2. Purpose

Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) and each provision of this Contract shall be liberally construed for the benefit of the Contractor to transfer the funding and the following related functions, services, activities, and programs (or portions thereof), that are otherwise contractible under Section 102 (a) of such Act, including all related administrative Functions, from the Federal Government to the Contractor:

Navajo Emergency Medical Service

B. TERMS, PROVISIONS AND CONDITIONS

1. Term.

Pursuant to Section 105(c) (1) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (c) (1)), the term of this contract shall be six years. Pursuant to Section 105 (d) (1) of such Act (25 U.S.C. 5324 (d) (1)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection F.2.

2. Effective Date

This Contract shall be effective as of January 1, 2024 through December 31, 2029.

3. Program Standards

The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection A.2. of the Contract in conformity with the following standards: (1) Department of Emergency Medical Service ("EMS") Standard Operating Guidelines and Plan of Operation; (2) the Training Certification Licensure and Condition of Employment Requirements;; (3) (Patient Care Treatment Guidelines); (4) Navajo Division of Public Safety Policy Manual and/or General Orders; and (5) the Executive Branch Personnel Policy Manual, and Navajo Nation laws and policies and applicable federal laws (Including the Indian Civil Rights Act)

4. Funding Amount

Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the annual funding agreement incorporated by reference in subsection F.2. Such amount shall not be less than the applicable amount determined pursuant to Section 106 (a) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5325 (a)).

5. Limitation of Costs

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

6. Payment

a. In general – Payments to the Contractor under this Contract shall:

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

b. Quarterly, semi-annual, lump-sum, and other methods of payment:

- (i) In general – Pursuant to Section 108 (b) of the Indian Self-Determination and Education Assistance Act, and notwithstanding any other provision of law, for each fiscal year covered by this contract, the Secretary shall make available to the Contractor the funds specified for the fiscal year under the annual funding agreement incorporated by reference pursuant to subsection F.2. by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided for in the annual funding agreement for that fiscal year in a lump-sum payment or as semiannual payments or any other method of payment authorized by law, in accordance with such method as may be requested by the Contractor and specified in the annual funding agreement; and

(ii) Method of quarterly payment – If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to subsection F.2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of fiscal year, except that in any case in which the Contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions and activities subject to this Contract; and

(iii) Applicability – Chapter 39 of Title 31, United States Code shall apply to the payment of funds due under this Contract and the annual funding agreement referred to in clause (i).

7. Records and Monitoring

- a. In general – Except for previously provided copies of tribal records that the Secretary demonstrates are clearly required to be maintained as part of the recordkeeping system of the Department of the Interior or the Department of Health and Human Services (or both), records of the Contractor shall not be considered Federal records for purposes of Chapter 5 of Title 5, United States Code.
- b. Recordkeeping System – The Contractor shall maintain a recordkeeping system and, upon reasonable advance request, provide reasonable access to such records to the Secretary.
- c. Responsibilities of Contractor – The Contractor shall be responsible for managing the day-to-day operations conducted under this contract and for monitoring activities conducted under this Contract to ensure compliance with the contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring visits shall be limited to not more than two performance monitoring visits for this contract by the head of each operating division, departmental bureau, or departmental agency, or duty authorized representative of such head unless:
 - (i) the Contractor agrees to one or more additional visits; or
 - (ii) the appropriate official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of Contract payments, or other serious Contract performance deficiency may exist.

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

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

8. Property

- a. In general – As provided in Section 105 (f) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonable divisible real property, facilities,

equipment, and personal property that the Secretary has used to provided or administer the programs, services, functions and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall be also be prepared by the Secretary with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.

- b. Records – The Contractor shall maintain a record of all property referred to in subparagraph a or other property acquired by the Contractor under Section 105 (f) (2) (A) of such Act for purposes of replacement.
- c. Joint Use Agreements – Upon the request of the Contractor, the Secretary and the Contractor shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.
- d. Acquisition of Property – The Contractor is granted the authority to acquire such excess property as the Contractor may determine to be appropriate in the judgement of the Contractor to support the programs, services, functions and activities operated pursuant to this Contract.
- e. Confiscated or Excess Property – The Secretary shall assist the Contractor in obtaining such confiscated or excess property as may become available to tribes, tribal organizations, or local governments.
- f. Screener Identification Card - To the extent applicable, a screener identification card (General Services Administration form numbered 2946) shall be issued to the Contractor not later than the effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.
- g. Capital Equipment – The Contractor shall determine the capital equipment, leases, rentals, property, or services, the Contractor requires to perform the obligations of the Contractor under this subsection, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Contractor.

9. Availability of Funds

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

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

10. Transportation

Beginning on the effective date of this Contract, the Secretary shall authorize the Contractor to obtain interagency motor pool vehicles and related services for performances of any activities carried out under this Contract.

11. Federal Program Guidelines, Manuals, or Policy Directives

Except as specifically provided in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.), the Contractor is not required to abide by program guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed by the Contractor and the Secretary, or otherwise required by law.

12. Disputes

- a. Third – Party Mediation Defined – For the purposes of this Contract, the term “third-party mediation” means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary of the Interior, the Secretary of Health and Human Services, or the Contractor, to serve as third-party mediator to mediate disputes under this Contract.
- b. Alternative Procedures – In addition to, or as in alternative to, remedies and procedures prescribed by Section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5331), the parties to this Contract may jointly:
 - (i) submit disputes under this Contract to third-party mediation, and
 - (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor, and
 - (iii) submit the dispute to mediation processes provided for under this laws, policies, or procedures of the Contractor, or
 - (iv) use the administrative dispute resolution process authorized in the subchapter iv of Chapter 5, Title 5, United States Code.
- c. Effect of Decisions – the Secretary shall be bound by decisions made pursuant to the procedures set forth in subparagraph b, except that the Secretary shall not be bound by any decision that significantly conflicts with the interests of Indians or the United States.

13. Administrative Procedures of Contractor

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

14. Successor Annual Funding Agreement

- a. In general – Negotiations for a successor annual agreement, provided for in subsection F.2, shall begin no later than 120 days prior to the conclusion of the preceding annual funding agreement. Except as provided in Section 105 (c) (2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (c) (2)), the funding for each successor annual funding agreement shall only be reduced pursuant to Section 106 (b) of such Act (25 U.S.C. 5325 (b)).
- b. Information – The Secretary shall prepare and supply relevant information and promptly comply with any request by the Contractor for information that the Contractor reasonably needs to

determine the amount of funds that may be available for a successor annual funding agreement, as provided for in subsection F.2 of this Contract.

15. Contract Requirements, Approval by Secretary

- a. In general – Except as provided in subparagraph B, for the term of the contract Section 2103 of the Revised Statutes (25 U.S.C. 81) and Section 16 of the Act of June 18, 1934 (48 Stat. 987 Chapter 576; 25 U.S.C. 476) and the Act of July 3, 1952 (25 U.S.C. 82a), shall not apply to any contract entered into in connection with this Contract.
- b. Requirements – Each Contract entered into by the Contractor with a third party in connection with performing the obligations of the Contract under this Contract shall:
 - (i) be in writing;
 - (ii) identify the interested parties, the authorities of such parties, and purpose of the Contract;
 - (iii) state the work to be performed under the Contract, and
 - (iv) state the process for making any claim, the payments to be made, and the terms of the Contract, which shall be fixed.

C. OBLIGATION OF THE CONTRACTOR

1. Contract Performance

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

2. Amount of Funds

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

3. Contracted Programs

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

4. Trust Services for Individual Indians

- a. In general – To the extent that the annual funding agreement provides funding for the delivery of trust services to individual Indians that have been provided by the Secretary, the Contractor shall maintain at least the same level of service as the Secretary provided for such individual Indians, subject to the availability of appropriated funds for such services.
- b. Trust Services to individual Indians – For the purposes of this paragraph only, the term “trust services for individual Indians” means only those services that pertain to land or financial management connected to individually held allotments.

5. Fair and Uniform Services

The Contractor shall provide services under this Contract in a fair and uniform manner and shall provide access to an administrative or judicial body empowered to adjudicate or otherwise resolve complaints, claims, and grievances brought by program beneficiaries against the Contractor arising out of the performance of the Contract.

D. OBLIGATION OF THE UNITED STATES

1. Trust Responsibility

- a. In general – The United States reaffirms the trust responsibility of the United States to the Navajo Nation to protect and conserve the trust resources of the Navajo Nation and the trust resources of individual Indians.
- b. Construction of Contract – Nothing in this Contract may be construed to terminate, waive, modify, or reduce the trust in responsibility of the United States to the tribe(s) or individual Indians. The Secretary shall act in good faith in upholding such trust responsibility.

2. Good Faith

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

3. Programs Retained

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

4. Federally-Operated Service Units

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

- a.) Medical and Nursing Staff to meet with NEMS personnel as an Emergency Medical Care Committee on a regular basis to coordinate and evaluate NEMS program activities and the quality of patient care delivered by the NEMS system.
- b.) Ambulance parking spaces at each hospital/clinic location.
- c.) Single-use/disposable patient care equipment/supplies, such as oxygen, personal protection equipment (PPE), liners, bandages, splints, I.V. fluid, medications and other equipment and supplies required by NEMS for patient care.
- d.) Controlled medications for patient care use consistent with NEMS Patient Treatment Guidelines and NEMS staff qualification.
- e.) Service Unit staff to track provision of, expiration dates, disposal and replacement of medicine (including narcotics).

- f.) All hazards response plans developed collaboratively identifying the roles of NAIHS and NEMS staff.
- g.) Medical and/or Nursing Staff for inter-facility and patient transfer services support as indicated by a specific patient's condition.
- h.) Occupational Safety and Health Administration (OSHA) required immunizations for NEMS staff.
- i.) Health Insurance Portability and Accountability Act (HIPAA) and Federal Privacy Act training for NEMS personnel.
- j.) Make GSA ambulances available for response in the field when the need for response exceeds the capacity of NEMS.
- k.) NAIHS personnel will respond to emergencies defined in each specific Service Unit Policy. e.g. Service Unit Disaster Plan.

E. OTHER PROVISIONS

1. Designated Officials

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

2. Contracts Modifications or Amendments

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

3. Officials Not to Benefit

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

4. Covenant Against Contingent Fees

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

F. ATTACHMENTS

1. Approval of Contract

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

2. Annual Funding Agreement

a. In general – The annual funding agreement under this Contract shall only contain:

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) subject to subsections (a) and (b) of section 102 of the Indian Self-Determination and Education Assistance Act (25 U.S.C 5321), such other provisions, including a brief description of the program, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary) to which the parties agree.

b. Incorporation by Reference – The Annual Funding Agreement is hereby incorporated in its entirety in this Contract and attached to this Contract as Attachment 2.

FOR THE NAVAJO NATION:

Dr. Buu Nygren, President, The Navajo Nation

Date

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

Capt. Brian Johnson, Acting Area Director
Navajo Area Indian Health Service

**NAVAJO AREA INDIAN HEALTH SERVICE
DIVISION OF ACQUISITION POLICY**

Frank Dayish, Jr., Chief Contracting Officer

ATTACHMENT 1

~~2024-2029~~ 2018-2023 ISDC
HHS1245201800002C

INDIAN SELF-DETERMINATION CONTRACT
BETWEEN
THE NAVAJO NATION
EMERGENCY MEDICAL SERVICE
AND
THE UNITED STATES OF AMERICA
SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
CALENDAR YEARS
2018-2023 2024-2029

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A. AUTHORITY AND PURPOSE

1. Authority

This agreement, denoted a Self-Determination Contract (referred to in this agreement as the "Contract") is entered into by the Secretary of the Health and Human Services (referred to in this agreement as the "Secretary") for and on behalf of the United States pursuant to Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) and by the authority of the Navajo Nation (referred to in this agreement as the "Contractor"). The provisions of Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) are incorporated in this agreement.

2. Purpose

Each provision of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.) and each provision of this Contract shall be liberally construed for the benefit of the Contractor to transfer the funding and the following related functions, services, activities, and programs (or portions thereof), that are otherwise contractible under Section 102 (a) of such Act, including all related administrative Functions, from the Federal Government to the Contractor:

Navajo Emergency Medical Service

B. TERMS, PROVISIONS AND CONDITIONS

1. Term.

Pursuant to Section 105(c) (1) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (c) (1)), the term of this contract shall be six years. Pursuant to Section 105 (d) (1) of such Act (25 U.S.C. 5324 (d) (1)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection F.2.

2. Effective Date

This Contract shall be effective as of January 1, 2018 2024 through December 31, 2023 2029.

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(ii) Method of quarterly payment – If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to subsection F.2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of fiscal year, except that in any case in which the Contractor year coincides with the Federal fiscal year, payment for their first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions and activities subject to this Contract; and

(iii) Applicability – Chapter 39 of Title 31, United States Code shall apply to the payment of funds due under this Contract and the annual funding agreement referred to in clause (i).

7. Records and Monitoring

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

b. Recordkeeping System – The Contractor shall maintain a recordkeeping system and, upon reasonable advance request, provide reasonable access to such records to the Secretary.

c. Responsibilities of Contractor – The Contractor shall be responsible for managing the day-to-day operations conducted under this contract and for monitoring activities conducted under this Contract to ensure compliance with the contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring visits shall be limited to not more than one-two performance monitoring visits for this contract by the head of each operating division, departmental bureau, or departmental agency, or duty authorized Bureau representative of such head unless:

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

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

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

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

8. Property

a. In general – As provided in Section 105 (f) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonable divisible real property, facilities,

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11. Federal Program Guidelines, Manuals, or Policy Directives

Except as specifically provided in the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301, et seq.), the Contractor is not required to abide by program guidelines, manuals, or policy directives of the Secretary, unless otherwise agreed by the Contractor and the Secretary, or otherwise required by law.

12. Disputes

- a. **Third – Party Mediation Defined** – For the purposes of this Contract, the term “third-party mediation” means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary of the Interior, the Secretary of Health and Human Services, or the Contractor, to serve as third-party mediator to mediate disputes under this Contract.
- b. **Alternative Procedures** – In addition to, or as in alternative to, remedies and procedures prescribed by Section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5331), the parties to this Contract may jointly:
 - (i) submit disputes under this Contract to third-party mediation, and
 - (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor, and
 - (iii) submit the dispute to mediation processes provided for under this laws, policies, or procedures of the Contractor, or
 - (iv) use the administrative dispute resolution process authorized in the subchapter iv of Chapter 5, Title 5, United States Code.
- c. **Effect of Decisions** – the Secretary shall be bound by decisions made pursuant to the procedures set forth in subparagraph b, except that the Secretary shall not be bound by any decision that significantly conflicts with the interests of Indians or the United States.

13. Administrative Procedures of Contractor

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

14. Successor Annual Funding Agreement

- a. **In general** – Negotiations for a successor annual agreement, provided for in subsection F.2, shall begin no later than 120 days prior to the conclusion of the preceding annual funding agreement. Except as provided in Section 105 (c) (2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (c) (2)), the funding for each successor annual funding agreement shall only be reduced pursuant to Section 106 (b) of such Act (25 U.S.C. 5325 (b)).
- b. **Information** – The Secretary shall prepare and supply relevant information and promptly comply with any request by the Contractor for information that the Contractor reasonably needs to

5. Fair and Uniform Services

The Contractor shall provide services under this Contract in a fair and uniform manner and shall provide access to an administrative or judicial body empowered to adjudicate or otherwise resolve complaints, claims, and grievances brought by program beneficiaries against the Contractor arising out of the performance of the Contract.

D. OBLIGATION OF THE UNITED STATES

1. Trust Responsibility

- a. In general – The United States reaffirms the trust responsibility of the United States to the Navajo Nation to protect and conserve the trust resources of the Navajo Nation and the trust resources of individual Indians.
- b. Construction of Contract – Nothing in this Contract may be construed to terminate, waive, modify, or reduce the trust in responsibility of the United States to the tribe(s) or individual Indians. The Secretary shall act in good faith in upholding such trust responsibility.

2. Good Faith

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

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3. Programs Retained

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

4. Federally-Operated Service Units

Commented [MBN2]: This is additional language provided in the Contract.

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

- a.) Medical and Nursing Staff to meet with NEMS personnel as an Emergency Medical Care Committee on a regular basis to coordinate and evaluate NEMS program activities and the quality of patient care delivered by the NEMS system.
- b.) Filing of ambulance reports in the NAIHS medical record for patients served by NEMS.
- c.) Medical direction to NEMS personnel involved in direct patient care.
- d.) Continuing education to NEMS staff as scheduled by NEMS.
- e.) Evaluation of pre-hospital care provided by NEMS personnel.
- f.) Ambulance parking spaces at each base station hospital/clinic location.
- g.) Single-use/disposable patient care equipment/supplies, such as oxygen, personal protection equipment (PPE), liners, bandages, splints, I.V. fluid, medications and other equipment and supplies required by NEMS for patient care.

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side established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

F. ATTACHMENTS

1. Approval of Contract

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

2. Annual Funding Agreement

a. In general – The annual funding agreement under this Contract shall only contain:

- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) subject to subsections (a) and (b) of section 102 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5321), such other provisions, including a brief description of the program, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary) to which the parties agreed.

b. Incorporation by Reference – The Annual Funding Agreement is hereby incorporated in its entirety in this Contract and attached to this Contract as Attachment 2.

FOR THE NAVAJO NATION:

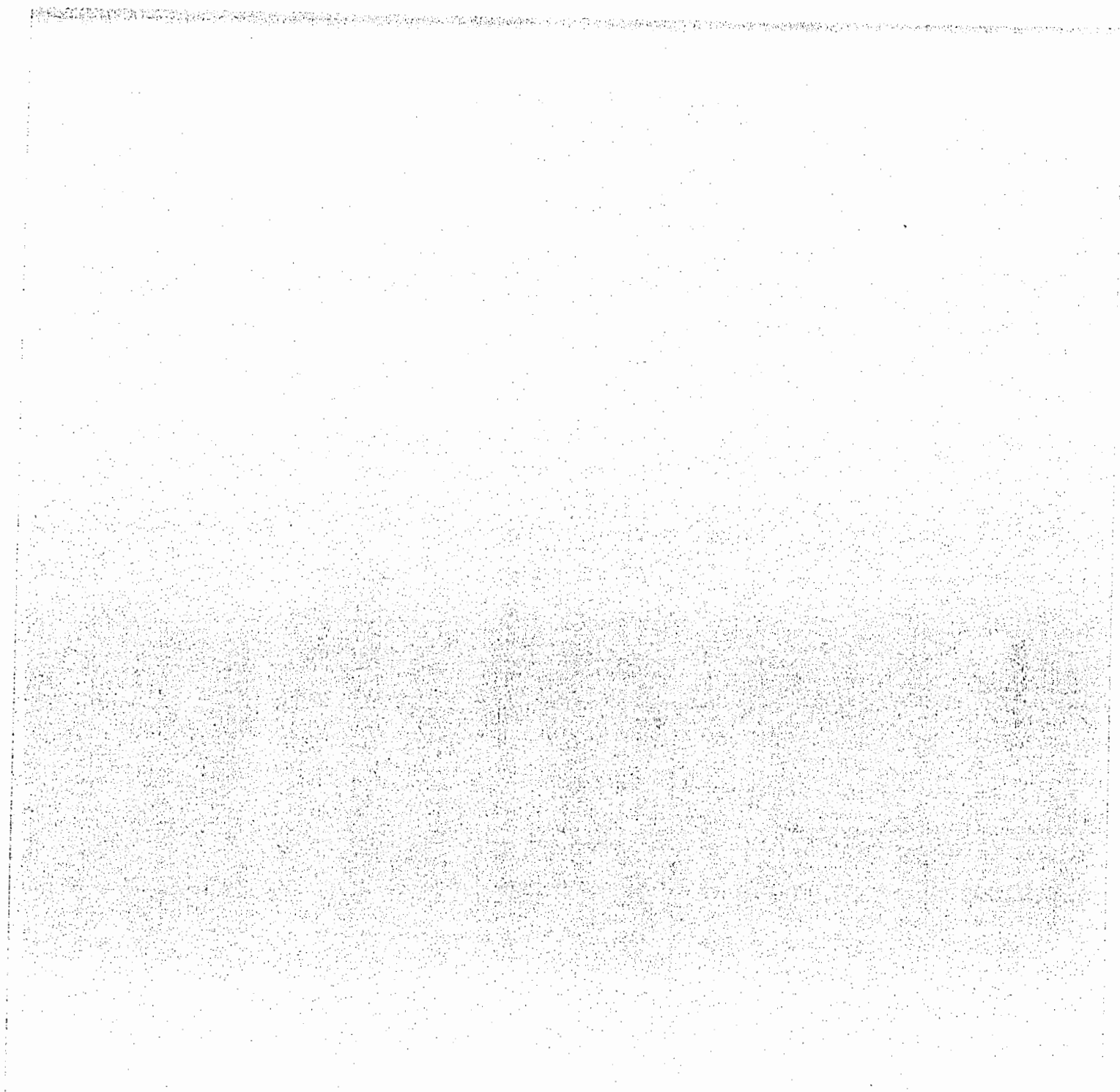
Dr. Bun NygrenRussell Begaye, President, The Navajo Nation

Date

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

Capt. Brian Johnson, Acting Area Director
Navajo Area Indian Health Service

**NAVAJO AREA INDIAN HEALTH SERVICE
DIVISION OF ACQUISITION POLICY**



**ATTACHMENT 2
ANNUAL FUNDING AGREEMENT
BETWEEN
THE NAVAJO NATION
DIVISION OF PUBLIC SAFETY
EMERGENCY MEDICAL SERVICE
AND
THE UNITED STATES OF AMERICA
SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

CALENDAR YEAR 2024~~3~~**

This Annual Funding Agreement ("AFA") is entered into between the Navajo Nation and the United States Department of Health and Human Services, pursuant to IHS Contract No.

~~IHS1245201800002C~~ between the Navajo Nation and the Indian Health Service ("IHS") for Emergency Medical Services, pursuant to Title I of the Indian Self-Determination and Education Assistance Act ("ISDEAA"), as amended (hereinafter referred to as the "Contract").

1. SCOPE OF WORK

- A. The Navajo Nation shall administer Emergency Medical Services as described and identified in the Scope of Work, attached hereto and incorporated by reference herein as Attachment A, during the term of this AFA in accordance with the provisions of the Contract and this AFA and any attachments hereto.
- B. To the extent the program, function, service or activity (PFSA) descriptions in the AFA conflict with the descriptions or definitions provided in the Indian Health Care Improvement Act (IHCIA) 25 U.S.C. §1601, et seq., as amended, the IHCIA shall prevail unless they conflict with ISDEAA.
- C. The Navajo Nation is committed to and shall continue to provide quality health services that meet applicable standards as otherwise provided by law.

2. PROGRAM FUNDING

- A. IHS shall provide direct program funding as set forth in Attachment B-1 of this AFA, exclusive of any Headquarters tribal shares, and contract support costs, in one lump sum payment to the Navajo Nation in accordance with Article B, Section 6 of the Contract. Full payment shall be made by electronic fund transfer within the first 10 working days of the calendar year, or within twenty (20) days of receipt of advice of allowances from IHS Headquarters of the fiscal year 2023 IHS Appropriation, whichever is later.

Notwithstanding the foregoing, the parties agree that, in the event the IHS is operating under a continuing resolution for any portion of CY 2024~~3~~, then the Agency shall only be obligated to pay the Navajo Nation that portion of its AFA funding that is made available to IHS through the appropriations it receives pursuant to any such continuing resolutions(s). The IHS shall pay the Navajo Nation other amounts due including any program formula amounts, mandatories (i.e., annual scheduled or inflationary increases in appropriations), and other funding increases as provided in paragraph C of this section.

- B. The funding amounts referenced in this AFA and its attachments are subject to adjustment based upon final IHS FY 2024~~3~~ appropriations. Within twenty (20) calendar days of receipt of advice to the Area of adjustments to the FY 2023~~2~~ base, the Navajo Nation shall be eligible for funding for new services, service increases, and inflation increases on the same basis as NAIHS, service units, operating units, or all other tribes and tribal organizations. Amendment reflecting payment of these funds shall be provided to the Navajo Nation after any such funds are added to the AFA.

3. PROGRAM INCOME

Pursuant to the 25 U.S.C. § 5325(m), the Navajo Nation may use program income earned in the course of carrying out a self-determination contract, such that the income earned (1) shall be used by the Navajo Nation to further the general purposes of the EMS ISDEAA Contract; and (2) shall not be a basis for reducing the amount of funds otherwise obligated to the contract.

4. HEADQUARTERS TRIBAL SHARES

In addition to the amount referred to in Paragraph 2 of this AFA, IHS shall provide Headquarters Tribal Shares in the amount set forth in Attachment C to this AFA. The Prompt Payment Act shall apply to any late payments made pursuant to the terms of this Section.

5. DIRECT AND INDIRECT CONTRACT SUPPORT COSTS

- A. In accordance with 25 U.S.C. § 5325, contract support costs (CSC) are the reasonable costs for activities which the Navajo Nation must carry out to ensure compliance with the terms of the contract and prudent management and which do not duplicate funding provided under 25 U.S.C. § 5325(a)(1). As of the date of execution of this agreement, and based upon the best available data, the Navajo Nation's CSC requirement under the foregoing statutory provisions for the fiscal year covered by this agreement has been estimated to be \$1,784,034.00 including \$640,623.00 for direct CSC and \$1,143,411.00 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary to reflect the full CSC required under 25 U.S.C. § 5325, and to the extent not inconsistent with the ISDEAA, as specified in IHS Manual Part 6, Chapter 3.

- B. From the amount Congress appropriates for CSC for FY 2024⁴³, and, to the extent not inconsistent with applicable law, employing the allocation procedures specified in IHS Manual Part 6, Chapter 3, and treating the Navajo Nation on the same basis as all other tribes and tribal organizations, IHS will pay \$1,784,034.00 to the Navajo Nation for the fiscal year covered by this agreement, including \$640,623.00 for direct CSC and \$1,143,411.00 for indirect or indirect-like CSC, provided that such payment shall be subject to adjustments based on 25 U.S.C. § 5325(b) and the actual amount Congress appropriates for CSC, and that adjustments to the payment will be reflected in future amendments to this agreement. In no event shall the preceding payments exceed 100 percent of the Navajo Nation's recalculated CSC requirements (see Attachment D).
- C. Pursuant to 25 U.S.C. § 5331(a), (d), the Navajo Nation retains the right to file a damages claim under the ISDEAA, this agreement and Contract Disputes, 41 U.S.C. § 7101 et seq., to the extent there is a difference between the CSC requirement recalculated under subparagraph A, and the amount actually paid under subparagraph B, and to take such other action as may be authorized under 25 U.S.C. § 5331(a). Nothing in this agreement shall be construed as a waiver of Navajo Nation's rights under 25 U.S.C. § 5325.

6. CONGRESSIONAL APPROPRIATIONS

- A. All funding under this AFA is subject to the availability of Congressional appropriations. Funding under this AFA may only be reduced in accordance with 25 U.S.C. § 5325(b).
- B. In the event that funding of this AFA is reduced because of Congressional action, the Navajo Nation retains the option to renegotiate the Scope of Work, Attachment A of this AFA, consistent with section B.5 of the Contract.
- C. To the extent that any shortfalls exist in funding, contract support or otherwise, owed to the Navajo Nation, IHS shall report such shortfalls to Congress, consistent with 25 U.S.C. § 5325(c).
- D. Nothing in this AFA shall be deemed to be waiver of any right the Navajo Nation may have under the ISDEAA to receive 100% of its funding, contract support or otherwise, as determined under 25 U.S.C. § 5325.

7. JOINT USE AGREEMENTS

Pursuant to Article B, Section 8.C of the Contract, the IHS and the Navajo Nation shall enter into Joint Use Agreements (JUA), Revocable Licenses, and/or Memorandum of Understanding (MOU) to address the shared use by the parties of certain office space and living quarters at NAIHS facilities where the NAIHS facilities where the Navajo Nation operates programs

identified in Attachment A to this AFA. IHS shall make such space available to the Navajo Nation in accordance with the standards and regulations under the Occupational Safety and Health Administration, and the terms set forth in the respective JUAs or another written agreement agreed to by the parties.

8. GENERAL SERVICES ADMINISTRATION (GSA) PRICING AND PRIME VENDOR CONTRACT

In accordance with 25 U.S.C. § 5324(k), the Navajo Nation shall have access to Federal sources of supply, including the Gallup Regional Supply Service Center (GRSSC) and GSA pricing for ambulances, equipment, office supplies, janitorial supplies, medical supplies, and medication.

Until such time as EMS may establish agreements directly with the Veterans Administration ("VA"), EMS may enter into an agreement with IHS under which IHS, through the National Supply Service Center, will purchase pharmaceuticals through the IHS VA Prime Vendor contract, upon the request of the Navajo Nation, EMS. Pharmaceuticals and other supplies purchased through this AFA may be used for IHS – eligible persons and non – eligible persons for whom service is authorized pursuant to Section 813(a) and (b) of the Indian Health Care Improvement Act, 25 U.S.C. § 1680c(a) and (b), and other authorizing law.

9. TRANSPORTATION

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

10. ACCOUNTING SYSTEM

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

11. PERSONNEL

In accordance with 25 U.S.C. § 5307(c) and unless otherwise stated elsewhere in this AFA or through as approved and executed Intergovernmental Personnel Act Agreements (for federal civil service employees) or through Memoranda of Agreements (for Public Health Service Commissioned Corps employees), all personnel employed by the Navajo Nation to carry out the Contract, AFA, Scope of Work and any other attachments hereto shall meet the qualifications set

forth by the Navajo Nation under this AFA will adhere to applicable Navajo Nation personnel policies and procedures, including sick leave, holidays, pay schedules and pay tables.

12. NAVAJO PREFERENCE

Consistent with 25 U.S.C. § 5307(c), the Navajo Business Preference Law (5 N.N.C. Section 201, et seq.) and the Navajo Preference in Employment Act (15 N.N.C. Section 601, et seq.) shall apply to the administration of the Contract and AFA.

13. NOTICES

In accordance with Section E, Paragraph 1 of the Contract, the following individuals are designated by the respective parties to receive written and signed correspondence (notices and requests for information or action) with respect to this AFA:

For the Navajo Nation:

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

For the Indian Health Service:

Director, Office of Tribal Partnership
Navajo Area Indian Health Service
P.O. Box 9020
Window Rock, Arizona 86515
Email: Marquis.Yazzie@ihs.gov
Fax: (928) 871-5802

14. APPLICABLE LAW

In the performance of the Contract and this AFA, the Navajo Nation agrees to comply with all applicable federal and Navajo Nation laws, regulations and executive orders. The parties shall renegotiate and modify the language of this AFA to conform with any applicable federal and Navajo Nation laws which are enacted after the effective date of this agreement.

15. FEDERAL TORT CLAIMS ACT

- A. For purposes of Federal Tort Claims Act coverage, the Navajo Nation and its employees (including individuals performing personal services contracts with the Navajo Nation to provide health care services) are deemed to be employees of the Federal government while performing work under Contract No. ~~HHSI245201800002C~~_____. This status is not changed by the source of the funds used by the Navajo Nation to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Navajo Nation.
- B. Under Contract No. ~~HHSI245201800002C~~_____ the Navajo Nation employees may be required to provide as a condition of employment services to non-IHS beneficiaries in order to meet contractual obligations. These services may be provided in either Navajo Nation or non-Navajo Nation facilities. Employee status for Federal Tort Claims Act purposes is not affected so long as the services are provided to non-Indians under the authority of the Indian Health Care Improvement Act, 25 U.S.C. § 1680c, or the employee is providing incidental care to non-Indians when required to do so as a condition to maintaining hospital privileges that are needed in order to provide inpatient care to eligible Indian beneficiaries.

16. QUARTERLY MEETINGS

The NAIHS and the Department shall meet quarterly during the term of the Contract to discuss pertinent issues or project status, where applicable, related to services under the Contract.

17. REPORTS

- A. Program Performance and Financial Reports. Within 120 days following the close of this AFA, the Navajo Nation shall submit to NAIHS an annual program and financial report that shall provide a narrative summary of program activities for PFSA's contracted hereunder, including any ongoing issues related to those program activities.
- B. Background Checks. The Navajo Nation shall provide NAIHS a written certification that all background checks have been completed on personnel covered by the requirements of the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. section 3207.
- C. Single Audit. Pursuant to the Single Audit Act, as amended, 31 U.S.C. Sections 7501-7507, 25 U.S.C. § 5303(f), and OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230), as applicable to the Navajo Nation, the Navajo Nation shall provide to the Federal Audit Clearinghouse copies of its annual Single Agency Audit Report and Management Letters issued by its auditors if required by applicable law.

18. SEVERABLE PROVISIONS

The provisions of this AFA are severable. If any provision of this AFA is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remainder of the AFA.

19. SOVEREIGN IMMUNITY

Nothing in this AFA shall be construed as waiving the sovereign immunity of the Navajo Nation. The parties agree that nothing in this AFA shall waive any rights of the parties under applicable federal law.

20. EFFECTIVE DATE

This AFA shall be effective as January 1, 2024³ and remain in effect through December 31, 2024³.

21. SIGNATURES

THE NAVAJO NATION

Dr. Buu NygrenJonathan Nez, President
The Navajo Nation

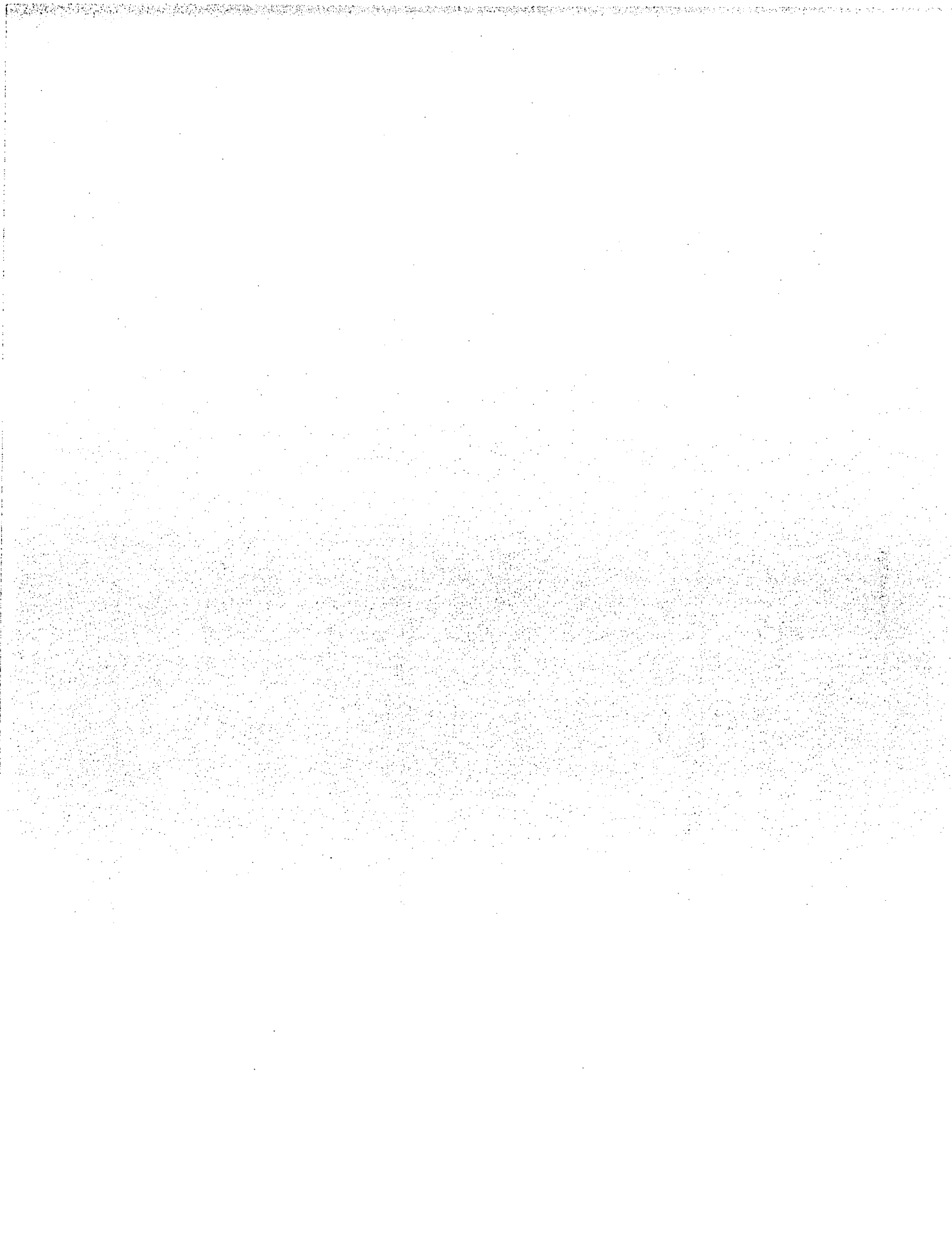
Date

THE UNITED STATES OF AMERICA DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE

Marquis E. Yazzie
Navajo Area Indian Health Service

Date

ATTACHMENT A – Scope of Work
ATTACHMENT B – Annual Funding Agreement Table
ATTACHMENT B-1 – 106(a)(1) Funding-Recurring Base Funding
ATTACHMENT C – Headquarters Tribal Shares
ATTACHMENT D – Contract Support Costs



Attachment A- Calendar Year 20243 Annual Funding Agreement

**NAVAJO NATION DIVISION OF PUBLIC SAFETY
DEPARTMENT OF EMERGENCY MEDICAL SERVICE
SCOPE OF WORK
CALENDAR YEAR 20243**

I. INTRODUCTION

The Navajo Nation Department of Emergency Medical Service (Department) provides services by Paramedics, Emergency Medical Technician-Intermediates (EMT-I), Emergency Medical Technicians (EMT), Emergency Medical Responders (EMR), and EMT Recruits, (collectively, EMS Providers Clinicians) and assists in the treatment, care, and transportation of the sick and/or injured.

The Department is one of seven departments within the Navajo Division of Public Safety. It consists of an administrative section, four Field Operations Offices, the Office of Training and Technical Assistance, a Third-Party Reimbursement Office, the Property Office, Office of Accounting, Recruitment and Public Relations Office, Inter-facility Transport Office, Emergency Medical Service (EMS) Medical Director, and thirteen EMS Field Offices Stations-(See Exhibit "A"). The Department manages these offices. Staffing at the field offices EMS stations includes EMS Providers Clinicians and administrative support staff, including the EMS Supervisor.

The Department operates region-wide authorized by the Navajo Nation resolution and is managed and operated within the territorial jurisdiction of the Navajo Nation and contiguous lands.

II. GOAL

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

III. MISSION STATEMENT

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

IV. AUTHORITY, REGULATION AND POLICY

A. Authority

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

Attachment A- Calendar Year 2024-25 Annual Funding Agreement

The Navajo Nation Council appropriates tribal resources to supplement federal monies authorized by the ISDEAA. Navajo Nation laws establish funding, regulations, and policies and procedures for the Department. Further, the Navajo Nation Council, through the Naa'biik'iyati' Committee and Law & Order Committee, recommends, accepts and confirms the funding from the Navajo Area Indian Health Service (NAIHS) under the ISDEAA in order to provide emergency medical services on the Navajo Nation.

B. Lead Agencies

1. The Navajo Nation. Employer of all Department personnel.
2. Navajo Nation Division of Public Safety. One of several Divisions within the Executive Branch of the Navajo Nation.
3. The Department. Authorized by Navajo Nation law to manage and operate as the primary first response program for pre-hospital/emergency ambulance needs.
4. Navajo Area Indian Health Service (NAIHS). A federal agency within the U.S. Department of Health and Human Services that provides federal resources to the Navajo Nation to carry out EMS services under an ISDEAA Contract. The NAIHS provides Medical oversight of emergency health care of patients.
5. Educational institutions and Licensing/Certification agencies include:
 - a. University of New Mexico (UNM) - Health Sciences Center, School of Medicine, EMS Academy
 - b. Central New Mexico Community College
 - c. San Juan College
 - d. Eastern New Mexico University
 - e. Northern Arizona Health Care
 - f. National Registry of Emergency Medical Technicians, Columbus, Ohio
 - g. New Mexico Department of Health EMS Bureau, Santa Fe, New Mexico
 - h. Arizona Department of Health EMS Bureau, Phoenix, Arizona
 - i. Coconino Community College
 - j. Northern Pioneer College

C. Operational Policies and Procedures

1. The Department has in place operational policies and procedures to ensure that its organizational structure has direction at the administrative and field

Attachment A- Calendar Year 2024¹³ Annual Funding Agreement

office levels, including scopes of practice for all levels of EMS providers¹³Clinicians, medical treatment guidelines, quality assurance/improvement program, and management decisions for EMS patient care.

2. The Department currently operates under a Scope of Work that outlines the responsibilities and authority of the Department. The Scope of Work details the primary responsibility of the Department's system.
3. The Department has formal relationships to effectuate and strengthen collaboration and coordination with the New Mexico Department of Health EMS Bureau, Arizona Department of Health EMS Bureau and the agencies listed in Section IV. B. 5 above. The Department adheres to the standards of practice established for EMS programs by the State of New Mexico and the State of Arizona, where applicable.
4. Department personnel are subject to Department policies and the Navajo Nation Personnel Policies Manual.
5. The integrated efforts at the local, state, and federal levels continue to be instrumental in the success and continued development of the Department.
6. Department EMS providers¹³Clinicians must possess or obtain a current New Mexico or Arizona EMS license or certification, respectively, at the Paramedic, EMT-I, EMT, or EMR level as a condition of continued employment.

D. Administration and Management

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

1. Facility Improvement – operation of safe, and appropriate facilities and infrastructure.
2. Special Projects – initiation of special projects to improve the quality and effectiveness of management and service delivery.
3. Financial Management – maintenance and monitoring of a comprehensive financial management system in compliance with established laws, policies and standard accounting practices.

Attachment A- Calendar Year 20243 Annual Funding Agreement

4. Alternative Financing Projects/Plans - including third party collections and reimbursement initiative and other revenue generating plans including seeking additional funds.
5. Purchasing, Acquisition – Purchasing equipment, vehicles, supplies, uniforms, electronic equipment, buildings, and other items to improve quality and effectiveness of service provision and maintaining personal property and real property inventory.
6. Department Development – The Department will participate in program development activities to strengthen and improve the Department's provision of services, etc. This includes: Purchase of property, developing information technology for overall operations, providing educational programs, obtaining state ambulance certification, development of agreements with service facilities and other local governments.

V. ORGANIZATION COORDINATION

- A. The NAIHS and the Department shall meet quarterly during the term of the Contract to discuss coordination of care and medical/service delivery objectives and other related projects or initiatives that fulfill or advance the obligations and deliverables specified in the ISDEAA Contract.
- B. At the NAIHS Health Care System level, all efforts must be closely coordinated to meet the emergency care needs of patients. The functioning of an effective pre-hospital and clinical emergency care system depends on clearly defined and mutually accepted roles and responsibilities of Department personnel and Health Care Facilities. Successful implementation requires mutual respect and understanding between the personnel.
- C. The Health Care System may establish a committee made up of representatives from the Department and each of the NAIHS Health Care Facilities to address and solve system-wide and local emergency care problems, including inter-personnel disagreements.
- D. Each Health Care Facility will provide an EMS liaison to coordinate the quality of patient care delivered by the EMTs and Paramedics with Department supervisory personnel and the Department Medical Director. A chain-of-command system (attached, Exhibit "B") will be maintained and utilized.

VI. DEPARTMENT RESPONSIBILITIES

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

Attachment A- Calendar Year 2024³ Annual Funding Agreement

- A. Provide a fully integrated, high performance EMS delivery system that provides ambulance response, pre-hospital care, inter-facility transport services and medical transportation. The Department's primary responsibility and number one priority is out-of-hospital emergency medical care.
- B. Vehicle maintenance and administrative functions required to ensure quality emergency responses.
- C. Department personnel will have a minimum of two personnel (licensed in the State of New Mexico, or certified in the State of Arizona) on duty per field-office station.
- D. If the need for response exceeds the capacity of the Department, the Department may request for:
 - 1. Use of the Health Care Facility's GSA ambulance and required equipment; or
 - 2. Private ambulance service to augment pre-hospital response.
- E. The local ED/Urgent Care physician and/or the ED/Urgent Care nurse are to be notified of any change in availability of manpower and/or equipment affecting a local Department field-office station.
- F. The Department Medical Director will provide on-line medical direction, as needed, to the Department EMS Providers Clinicians. Alternatively, Department EMS Providers Clinicians may request on-line medical direction from the ED/Urgent Care physician.
- G. The Department shall employ or retain a medical director to set scopes of practice for all levels of EMS providers Clinicians, medical treatment guidelines, policy, quality reviews and continuing education for applicable personnel employed by the Department.
- H. Department EMS Providers Clinicians will provide courtesy notification to ED/Urgent Care physician/nurse of the assessment and status of all patients being brought into the facility.

I. ~~In an emergency situation in the facility requiring the participation of EMS Clinicians, the Department Medical Director, the ED Director, and the Department Manager will decide the degree of EMS Provider involvement in emergencies which will be defined in the Health Care Facility's Disaster Plan and related policies.~~

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~~If not involved in an out-of-hospital response or preparation of required reports, community education programs, training or continuing education, or other required Department duties, the Department EMS Providers may assist in the ED/Urgent~~

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Attachment A- Calendar Year 2024 Annual Funding Agreement

Care if requested by and under the supervision of the ED/Urgent Care physician.
Department EMS Provider patient care duties in ED/Urgent Care area may include:

1. Translating the Navajo/English languages for patients and staff;
2. Assisting the ED Physician with managing wounds;
3. Assisting ED/Urgent Care staff with phlebotomy;
4. Performing other activities as defined in Section VIII.

J. Department EMS Providers may perform in Health Care Facilities any skills within their scope of practice. A record of skills performed will be documented on the Navajo Nation EMS Competency Skills Sheet.

J.K. EMS Providers Clinicians will complete all required reports, such as the Department's Service Report, after proper transfer of patients to the ER staff. Health Care Facilities may request a copy of the department's service report to be placed in the patient's medical records.

K.L. The Department will provide interfacility transports when appropriately-licensed crews are available or will be available within a reasonable amount of time

1. The decision to utilize the Department for such transports will involve, on a case-by-case basis, evaluating the interfacility patient's medical acuity and treatment needs against the need to cover existing and anticipated emergency scene calls and other ambulance requests, including stand-by requests by the Navajo Department of Law Enforcement, Navajo Department of Fire and Rescue Services, and other public safety entities.
2. The decision to utilize the Department for such transports will be made collaboratively by Department supervision, available EMS Providers Clinicians, the sending ED/Urgent Care physician, the nursing personnel usually involved in arranging such transports, and, if necessary, the Department Medical Director.
3. If Department ambulances are not available but Department EMS Providers Clinicians are, Department EMS Providers Clinicians may utilize the Health Care Facility's GSA ambulances and required equipment for inter-facility transports if available on a temporary basis.

4.a. The Department may utilize a Health Care Facility Motor Vehicle Operator (MVO) to operate the GSA Ambulance for inter-facility transport if one is available.

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Attachment A- Calendar Year 2024³ Annual Funding Agreement

- L.M.: A Department representative will participate and serve on the Health Care Facilities Injury Prevention Committee.
- M.N.: It is the responsibility of individual EMS ~~Providers~~Clinicians to obtain requirements of re-licensure according to the New Mexico State Department of Health, EMS Bureau or re-certification according to the Arizona Department of Health EMS Bureau.

Attachment A- Calendar Year 2024³ Annual Funding Agreement

VII. DEPARTMENT AUXILIARY SUPPORT

The Department's Auxiliary Support includes:

- A. Bike Medic Team When needed, the Department will deploy EMTs on bicycles to facilitate or execute mobility to render immediate medical attention, and get into areas where an ambulance cannot.
- B. Incident Response Team A term used by the Department to deploy staff at a moments' notice to events or activities needing emergency medical service.
- C. Rapid Response Vehicle When needed, the Department will deploy a non-transport vehicle that responds to and provides emergency medical services.
- D. Emergency Medical Rescue Slide in Skid Unit When needed for off road rescue and large event patient transport.

~~VIII. PROCEDURES PERFORMED BY EMS PROVIDERS IN FEDERALLY FUNDED FACILITIES~~

- A. ~~Training supplied by the Health Care Facility level staff only covers EMS Provider participation while in the Health Care Facility.~~
- B. ~~Paramedics and EMT-Intermediates shall not perform phlebotomies or start IVs in the ED and/or out-patient clinic unless under the direct supervision of designated Health Care Facility level physicians.~~
- C. ~~In an emergency situation in the facility requiring the participation of EMS Providers, the Department Medical Director, the ED Director, and the Department Manager will decide the degree of EMS Provider involvement in emergencies which will be defined in the Health Care Facility's Disaster Plan and related policies.~~

VIII.X. TRANSPORTATION

The Department utilizes a ground transport system consisting of ambulances but may include other field office vehicles.

IX.X. COMMUNICATION

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

Attachment A- Calendar Year 20243 Annual Funding Agreement

X.XI. PUBLIC INFORMATION AND EDUCATION

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

XIX. EVALUATION

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

Attachment A- Calendar Year 2024 Annual Funding Agreement

Exhibit A-to Scope of Work
Calendar Year 2023
The Navajo Nation
Emergency Medical Services

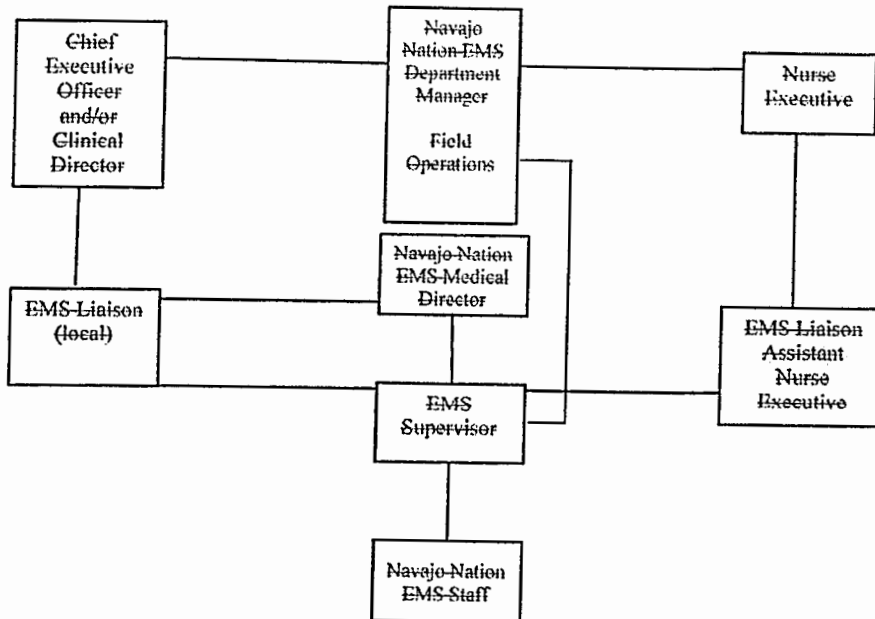
Field Offices/Stations/Substations

1. Chinle Comprehensive Healthcare Facility | Chinle, AZ
1. Crownpoint Healthcare Facility | Crownpoint, NM
2. Tsehootsoot Medical Center | Fort Defiance, AZ
3. Kayenta Health Center Healthcare Facility | Kayenta, AZ
4. Northern Navajo Medical Center Healthcare | Shiprock, NM
5. Four Corners Regional Health Center | Red Mesa, AZ
6. Tohatchi Health Center Healthcare Facility | Tohatchi, NM
7. Tuba City Regional Health Care Corporation Facility | Tuba City, AZ
8. Winslow Indian Health Care Center | Winslow, AZ
9. TóHajíilee EMS Building | 8170 Medicine Horse Road | Cañoncito, NM
10. Inscription House Health Center Healthcare | Inscription House, AZ
11. Pinon Health Center | Pinon, AZ
12. Ojo Encino | Ojo Encino, NM
13. Ganado | Ganado, AZ
14. LeChee | LeChee, AZ

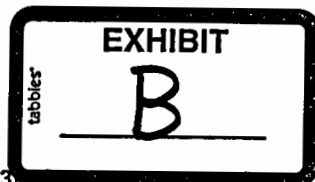
Attachment A- Calendar Year 2024 Annual Funding Agreement

Exhibit B-to Scope-of-Work
Calendar Year 2023
The Navajo Nation
Emergency Medical Services

Chain-of-Command



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



Document No. 020979

Date Issued: 07/03/2023

SECTION 164 REVIEW FORM

Title of Document: 2024 Annual Funding Agreement Contact Name: KESCOLI, CHRIS CHANNING

Program/Division: DIVISION OF PUBLIC SAFETY

Email: ckescoli@navajoems.org Phone Number: 9288716410

Division Director Approval for 164A: _____

Check document category: only submit to category reviewers. Each reviewer has a maximum 7 working days, except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

Section 164(A) Final approval rests with Legislative Standing Committee(s) or Council

☐ **Statement of Policy or Positive Law:** Sufficient Insufficient

1. OAG: _____ Date: _____ ☐ ☐

☒ **IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)**

1. OMB: C. M. S. - Sec Sec E of EGS Date: 8/7/23 ☐ ☒
2. OOC: Valerie M. Hubbard Date: 8/21/23 ☒ ☐
3. OAG: [Signature] Date: 8/28/23 ☒ ☐

Section 164(B) Final approval rests with the President of the Navajo Nation

☐ **Grant/Funding Agreement or amendment:**

1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. OMB:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. OOC:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
4. OAG:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Subcontract/Contract expending or receiving funds or amendment:**

1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. BRD:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. OMB:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
4. OOC:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
5. OAG:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:**

1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. OAG:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **M.O.A. or Letter of Assurance expending or receiving funds or amendment:**

1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. OMB:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. OOC:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
4. OAG:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>



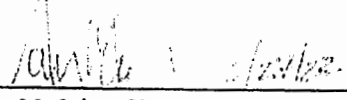
DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

MEMORANDUM

TO: ALL CONCERNED

FROM:


Sean McCabe, CPA
Interim Controller
Navajo Nation Office of the Controller


DATE: June 20, 2023

SUBJECT: STANDING DELEGATION OF AUTHORITY

Please be advised that Valerie Bitsilly is delegated in a managerial manner for the Purchasing Services Department beginning June 20, 2023. Ms. Bitsilly will act in the capacity of the immediate supervisor to oversee the daily operations, authorized to sign any documents that are routine of nature. This delegation will be continuous until rescinded or revised in writing.

Your adherence with the delegated manager is expected and appreciated. Thank you.

ACKNOWLEDGEMENT:


Valerie Bitsilly, Accountant
Delegated Accounting Manager
Purchasing Services Department




DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáadi Nitsáhákees

MEMORANDUM

TO : Section 164 Reviewers

FROM : 
Chris Kescoli, Department Manager
NDPS/Department of Emergency Medical Service

DATE : August 15, 2023

SUBJECT : 164# 020979
Re: IHS Contract

Please accept this memorandum as a response to OMB's review dated 8/8/23.

- EMS provides a clean version of Mode 108 and inserts requested language.
- AFA Contract No. is deleted.

If you should have any questions or concerns, please contact me at ckescoli@navajoems.org or (928) 871-6410. Thank you.

Contracts and Grants Section / OMB
Document Review Check on Grant Application, Award or Modification

(Fill in Spaces Highlighted Green that Apply)

Document Review No. / Date : #020979 / 08.07.23

Application, A. A. Hard or On-line Submit? Hard
Appli. due date: 10/1/2023 Date Appli. Submitted to funding agency: _____
Award, B or C. _____ Mod. No., _____
Signature Block for Branch Chief? Yes

FY 2023 NN BIM Appendix L Sec. IV. Submit Grant Application/Accept Grant Award

- A. Application, Sec. 164(A) or Executive Official Review on EO 07-2013
Reference Application e.g., SF-424, etc. Renewal Contract - NAIHS
- | | |
|--|---|
| 1 Grant Agreement, Terms & Conditions | <u>Attached - Model 108 - AFA - SOW</u> |
| Budget <u>\$14,223,823.92</u> Funding Period | <u>01/01/2024 - 12/31/2029</u> |
- 2 Scope of Work (SOW) specific to grant purpose. Attached - Redline provided
- 3 Required NNBF 1-5: budget comply w/ Sec. III. B. justify, calcu., etc. Not attached until final award
- NNBF 3 supported by DPM List of Employee Assignment Not attached until final award
- Budget each Subcontract Separate N/A
On lower right hand corner of each page, initial & indicate date of review.
- 4 IDC, use most current approved IDC rate. Indicate FY & IDC Rate 12.59%
- Supported by IDC calculation check sheet, page 86 of BIM. Not attached until final award
- 5 Cost Sharing Contribution, Form Appendix L-2 N/A
- 6 CFDA No. on federal funds 93.441
- 7 DUNS no. 009001702 N/A
- 8 SAMS N/A
- B. Award, Sec. 164(B) Review; Address Appli. requirement above.
- Document review no. on Appl./ Date N/A
- Notice of Grant Award (NOGA) / Date (attach): N/A
- Change to Appli. on Award, explain in Comment section below N/A
- C. Award (automatic) for successor year on multi-year contract; Address Appli. requirement above.
- Term (Begin & End Date) of multi-year contract N/A
- NOGA / Date (attach): N/A
- D. Sec. III. C. Contract Modification, Form Summary of Change to Ext Grant Budget Appdx L-1
Additional allocation to annual award e.g., CR funding on federal award.
- Required NNBF 3 or 4 or both. N/A
- NOGA / Date (attached): N/A
- E. **Comment on issues, concerns, etc.**

Review 08/08/23 - After a thorough review of the packet, CGS has deemed the document insufficient for the following issues: 1) The Model 108 is incomplete - Section B.1 & 3 needs to be filled out. Thereafter, Model 108 must be in a no-markup version (clean). 2) The Summary Budget provided, however, is not necessary. 3) Annual Funding Agreement (AFA) should not have a Contract No. included and left blank, as I.H.S. will issue the number. EMS is to ensure amounts in AFA Section 5 are accurate and coincide with FY'23 AFA amounts. No additional comments or findings at this time from CGS.

- F. Document is Sufficient or Insufficient: Insufficient
- G. Review By / Date: J. James, PCA / 08.08.23
Surname By / Date: CSH 8/21/23

Result of Review: Explain by memorandum reason document is deemed Insufficient and issues/concerns noted in Section E above.

J. James 8/21/23

Navajo Nation
Summary of Proposed Budget on
CY 2024 AFA - P. L. 93-638 Contract

Part I. - Program Information:

A. Program / Division:

Navajo EMS/ Navajo Div. of Public Safety

B. Contract No.:

New - Renewal

7/21/2023

Part II. - Budget Information:

A		B	C		D
Cost Type	Title of Cost Type	Description on the purpose of the budget.	Budget Amount		
2001	Personnel Salary	Base Budget: for 157 Technical/ Clinical EMT Personnel, Salary Adj. Fringe, Overtime	\$12,277,784.41		
2001	Personnel Salary	Direct CSC Budget: Fringe for 157 technical/clinical EMT personal	\$629,753.46		
2900	Fringe Benefit				
3000	Travel				
3500	Meeting				
4000	Supplies				
5000	Lease & Rental				
5500	Communication & Utilities				
6000	Repairs & Maintenance				
6500	Contractual Service				
7000	Special Transactions	Base Budget: for General Liability, Workers Comp	\$80,146.51		
7000	Special Transactions	Headquarter Shares Budget: for Training and Professional Fees/dues	\$72,651.47		
7000	Special Transactions	Direct CSC Budget: for General Liability, Workers Comp	\$10,869.54		
8000	Assistance				
9000	Capital Outlay				
9720	Indirect Cost	Headquarter Shares Budget: for Indirect Contract Support Cost	\$10,207.53		
9720	Indirect Cost	IDC Budget: for Indirect Contract Support Cost	\$1,142,411.00		
			Total Budget		\$14,223,823.92

Part III. - Signatures:

al 7/24/23
Department Manager III/ Date

[Signature] 7/24/23
Division Director / Date



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáadi Nitsáhákees

MEMORANDUM

TO : Section 164 Reviewers

FROM : al
Chris Kescoli, Department Manager
NDPS/Department of Emergency Medical Service

DATE : July 3, 2023

SUBJECT : Annual Funding Agreement & ISDC
Re: Indian Health Service

Please accept this memorandum as a cover to the attached proposed 2024 Annual Funding Agreement, Scope of Work and Indian Self-Determination Contract between the Navajo Nation and Indian Health Service, for the Department of EMS.

The packet is divided into three parts,

1. Indian Self-Determination Contract 2024 – 2029
2. Annual Funding Agreement – 2024
3. Scope of Work – 2024

EMS has reviewed and provided redline recommendations to the above documents.

If you should have any questions or concerns, please contact me at ckescoli@navajoems.org or (928) 871-6410. Thank you.

NAVAJO NATION

247

Naa'bik'iyati' Committee Regular Meeting

11/9/2023
12:32:48 PM

Amd# to Amd#	New Business: Item C.
MOT Notah, N	Legislation 0238-23: Approving
SEC Simpson, D	and Authorizing a Contract
	Between the NN and US Dept....

PASSED

Yeas : 11

Nays : 0

Excused : 9

Not Voting : 3

Yea : 11

Arviso, S
Aseret, L
Begay, H

Begay, N
Claw, S
Daniels, H

Nez, A
Notah, N
Simpson, D

Tolth, G
Yazzie, C

Nay : 0

Excused : 9

Charles-Newton, E
Crotty, A
Curley, C

Damon, S
Jesus, B

Nez, R
Parrish, S

Slater, C
Tso, O

Not Voting : 3

Simonson, G

Yanito, C

James, V

Presiding Speaker: Johnson, C