

RESOLUTION OF THE
 NAABIK'ÍYÁTI' STANDING COMMITTEE
 25th NAVAJO NATION COUNCIL -- Second Year, 2024

AN ACTION RELATING TO THE HEALTH, EDUCATION, AND HUMAN SERVICES COMMITTEE, THE BUDGET AND FINANCE COMMITTEE, AND THE NAABIK'ÍYÁTI' COMMITTEE; APPROVING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES/INDIAN HEALTH SERVICE PURSUANT TO 25 U.S.C. § 5301 *ET SEQ.* (P.L. 93-638, AS AMENDED) FOR THE NAVAJO DEPARTMENT OF HEALTH AND ITS SUBORDINATE PROGRAMS, BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2034

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Health, Education, and Human Services Committee is a standing committee of the Navajo Nation Council with oversight authority over the Navajo Department of Health and its subordinate programs. 2 N.N.C. § 401(C)(1).
- B. The Budget and Finance Committee is a standing committee of the Navajo Nation Council authorized to approve and accept contracts from federal authorities upon the recommendation of the oversight committee for the program requesting approval of the contract. 2 N.N.C. § 301(B)(15).
- C. The Naabik'íyáti' Committee is a standing committee of the Navajo Nation Council authorized to give final approval for contracts between the Navajo Nation and the various United States agencies, offices, and departments, pursuant to the federal Indian Self-Determination and Education Assistance Act, codified at 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended). 2 N.N.C. § 701(A)(11).

SECTION TWO. FINDINGS

- A. The Indian Self-Determination and Education Assistance Act, codified at 25 U.S.C. § 5301 *et seq.* (Public Law 93-638, as amended) ("ISDEAA") was enacted by the U.S. Congress as a comprehensive means of providing recurring federal funding for Indian Nations to act as true sovereigns in carrying out their own governmental functions and providing their own governmental services for the general welfare of their enrolled members, their communities, and the general public within Indian Country.

B. The Navajo Nation finds it in the best interests of the Navajo Nation and the Navajo People to enter into a proposed ISDEAA Contract, including the related "Annual Funding Agreement and Scope of Work," for the operations of the Navajo Department of Health and its subordinate programs as follows:

1. NDOH Office of the Executive Director;
2. Division of Behavioral and Mental Health Services;
3. Division of Public Health Services;
4. Navajo Community Health Representative Program;
5. Infectious Diseases Control and Prevention Program
6. Navajo Health Education Program
7. Navajo Public Health Nursing Program
8. Navajo Office of Environmental Health and Protection Program.

C. The ISDEAA Contract and related documents are attached hereto as **EXHIBIT A**.

D. Pursuant to this ISDEAA Contract, the U.S. Department of Health and Human Services/Indian Health Service will fund the operations of the Navajo Department of Health and its subordinate programs listed above, for a ten-year period, beginning January 1, 2025 and ending December 31, 2034.

E. The ISDEAA Contract and related documents have been reviewed and deemed sufficient via the Navajo Nation's "Section 164 Review Form" (Document No. 023425), attached hereto as **EXHIBIT B**.

SECTION THREE. APPROVAL

A. The Navajo Nation hereby approves the ISDEAA Contract, the related Annual Funding Agreement, and the Scope of Work, all attached hereto as **EXHIBIT A**, between the Navajo Nation and the U.S. Department of Health and Human Services/Indian Health Service pursuant to 25 U.S.C. § 5301 et seq. (P.L. 93-638, as amended) for a ten-year term beginning January 1, 2025 and ending December 31, 2034, for the operations of the Navajo Department of Health and its subordinate programs listed in Section Two (B) herein.

B. The Navajo Nation hereby authorizes the Navajo Nation President, or his duly authorized designee or successor, to execute the ISDEAA Contract and related documents attached hereto as EXHIBIT A.

SECTION FOUR. EFFECTIVE DATE

This Action shall be effective as provided in 2 N.N.C. § 701(A)(11) and 2 N.N.C. § 221(C).

SECTION FIVE. SAVING CLAUSE

If any part of this Action is determined invalid by the Navajo Nation Supreme Court, or by a District Court of the Navajo Nation without appeal to the Navajo Nation Supreme Court, the remainder of this Action shall be the law of the Navajo Nation.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Naabik'iyáti' 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 13 in Favor, and 00 Opposed, on this 12th day of December 2024.



Honorable Crystalyne Curley, Chairwoman
Naabik'iyáti' Committee

12/17/2024

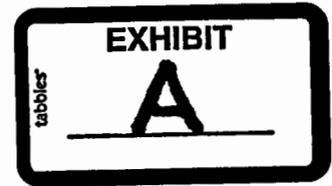
Date

Motion: Honorable Carl R. Slater
Second: Honorable Casey Allen Johnson

Chairwoman Crystalyne Curley not voting

**INDIAN SELF DETERMINATION AND EDUCATION ASSISTANCE ACT AGREEMENT
BETWEEN THE SECRETARY
OF THE DEPARTMENT OF THE HEALTH AND HUMAN SERVICES
AND
THE NAVAJO NATION
CALENDAR YEARS 2025 TO 20 34**

CONTRACT NO. _____



A. AUTHORITY AND PURPOSE

1. Authority

This agreement, denoted a Self-Determination Contract (referred to in this agreement as the “Contract”), is entered into by the Secretary of Health and Human Services (referred to in this agreement as the “Secretary”), for and on behalf of the United States pursuant to Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 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 (25 U.S.C. § 5321 (a), including all related administrative functions, from the Federal Government to the Contractor: **Health Management Services**.

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 ten (10) 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 F2.

2. Effective Date

This Contract shall be effective upon the date of approval and execution by the Contractor and the Secretary, unless the Contractor and the Secretary agree on an effective date other than the date specified in this paragraph. The contract term will begin January 1, 2025 and end on December 31, 2034.

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:

- (i) Navajo Nation Laws, Policies and Procedures
- (ii) Navajo Department of Health Plan of Operations, 2 N.N.C.§1604
- (iii) Division of Behavioral and Mental Health Policies and Procedures for Outpatient and Residential Treatment Centers

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 F2. 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, (25 U.S.C. § 5329 (b)), and notwithstanding any other provision of law, for each calendar year covered by this contract, the Secretary shall make available to the Contractor the funds specified for the calendar year under the annual funding agreement incorporated by reference pursuant to subsection F2 by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided in the annual funding agreement for that calendar year, in a lump sum payment or as semi-annual 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 F2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of the calendar 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 Health and Human Services, records of the Contractor shall not be considered Federal records for purposes of Chapter 5 of Title 5, United States Code.
- B. Recordkeeping System – The Contractor shall maintain a recordkeeping system and, upon reasonable advance request, provide reasonable access to such records to the Secretary.

- C. Responsibilities of Contractor – The Contractor shall be responsible for managing the day-to-day operations conducted under this Contract and for monitoring activities conducted under this Contract to ensure compliance with the contract and applicable Federal requirements. With respect to the monitoring activities of the Secretary, the routine monitoring visit 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 duly authorized representative of such head unless:
- (i) the contractor agrees to one or more additional visits; or
 - (ii) the appropriate official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of Contract payments, or other serious Contract performance deficiency may exist.
 - (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.

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 provide or administer the programs, services, functions, and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence for 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 (25 U.S.C. § 5324 (f)(2)(A)) 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. Capital Equipment – The Contractor shall determine the capital equipment, leases, rentals, property, or services that 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 under expended; and
- B. With respect to such funds, no further:
 - (i) approval by the Secretary; or
 - (ii) Justifying documentation from the Contractor, shall be required prior to the expenditure of such funds.

10. Transportation

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

11. Federal Program Guidelines, Manuals, or Policy Directives

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

12. Disputes

- A. Third Party Mediation Defined – For the purposes of this Contract, the term “third party mediation” means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary 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 an 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;
 - (ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor;
 - (iii) submit the dispute to mediation processes provided for under the laws, policies, or procedures of the Contractor; or
 - (iv) use the administrative dispute resolution process authorized in subchapter IV for 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 funding agreement, provided for in subsection F2, 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 F2 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. 937, Chapter 576; 25 U.S.C. § 476) shall not apply to any contract entered into in connection with this Contract.
- B. Requirements – Each Contract entered into by the Contractor with a third party in connection with performing the obligations of the 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 of work to be performed under the Contract; and
 - (iv) state the process for making any claim, they 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 D2, the Contract shall perform the programs, services, functions, and activities as provided in the annual funding agreement under subsection F2 of this Contract.

2. Amount of Funds

The total amount of funds to be paid under this Contract pursuant to Section 106 (a) (25 U.S.C. § 5325(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 availability of appropriated funds, the Contractor shall administer the programs, services, functions, and activities identified in the Contract and funded through the annual funding agreements under subsection F2.

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 responsibility of the United States to the Navajo Nation or individuals 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., as amended).

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 Navajo Nation that are not specifically assumed by the Contractor in the annual funding agreement under subsection F2.

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. Contract Modifications of Amendment

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

B. Exception – The addition of supplemental funds for programs, services, functions, and activities (or portions thereof) already included in the annual funding agreement under subsection F2, and the reduction of funds pursuant to Section 106 (b)(2) (25 U.S.C. § 5325 (b)(2)), shall not be subject to subparagraph A.

3. Officials Not to Benefit

No Member of Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Contract, or to any benefit that may arise from such contract. This paragraph may not be construed to apply to any contract with a third party entered into under this Contract if such contract is made with 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'iyati' Committee of the Navajo Nation Council (_____) authorizing the contracting of the programs, services, functions, and activities identified in the 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 of (25 U.S.C. § 5321), such other provision, 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.

Dr. Buu Nygren, President
THE NAVAJO NATION

Date

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF HEALTH OF HUMAN SERVICES
INDIAN HEALTH SERVICE

Marquis Yazzie, Director – Office of Tribal Services
NAVAJO AREA INDIAN HEALTH SERVICE

Date

Attachment 1 – Resolution _____
Attachment 2 – Annual Funding Agreement

CONTRACT NO. _____

**ANNUAL FUNDING AGREEMENT
BETWEEN
THE NAVAJO NATION
AND
THE UNITED STATES OF AMERICA
SECRETARY OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH MANAGEMENT SERVICES
CALENDAR YEAR 2025**

This Annual Funding Agreement (“AFA”) is entered into between the Navajo Nation and the United States Department of Health and Human Services, acting through the Indian Health Service (“IHS”) pursuant to Title I of the Indian Self-Determination and Education Assistance Act, as amended, (“ISDEAA”), and is incorporated into and governed by the ISDEAA Contract No. _____ (the “Contract”) between the Navajo Nation and the Secretary. Pursuant to the terms of the Contract and this AFA, the Navajo Nation is authorized to plan, conduct, operate, and administer the programs, functions, services and activities (“PFSAs”) identified in Attachment A to this AFA.

All terms of this AFA shall be governed by the ISDEAA, its implementing regulations and, to the extent expressly agreed to by the parties hereto, applicable IHS policies. To the extent that any term in this AFA may be construed as being inconsistent with the ISDEAA or as exceeding the authority granted by the ISDEAA, the provisions of the ISDEAA shall govern. To the extent the 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 the ISDEAA. The attachments listed and denoted as Attachments A-D appearing at the end of this AFA are incorporated by reference as part of this AFA as if fully set forth herein.

1. SCOPE OF WORK

A. The Navajo Nation shall administer the PFSAs identified in the Scope of Work, attached hereto and incorporated by reference 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. The Navajo Nation shall utilize Tribal shares identified in Paragraph 2 Program Funding, to administer said PFSAs and strengthen the Navajo Department of Health Program administration and/or to improve the quality of health care programs, projects and initiatives (including facility maintenance and improvement). 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. Amount of Funds. IHS shall provide direct program funding in the amount set forth in Attachment B-1 of this AFA, exclusive of any Headquarters Tribal Shares, and contract support costs (direct and indirect), 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 2025 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 2025, 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 resolution(s). The IHS shall pay the Navajo Nation other amounts due including any program formula amounts, mandatory funding increases, and other funding increases as provided in paragraph C of this section, if any, in accord with Attachment B-1.

B. Office of Environmental Health (OEH) Funding. In addition to the program funding referenced in Paragraph 2.A, IHS shall provide the Navajo Office of Environmental Health and Protection Program (NOEHP) Funding in a lump sum payment in the amount set forth in Attachment B-1 of this AFA, exclusive of any Headquarters Tribal shares and contract support costs.

C. Adjustments and Increases. The funding amounts referenced in this AFA and its attachments are subject to adjustment based upon final IHS FY 2025 appropriations. Within twenty (20) calendar days of receipt of advice to the Area of adjustments to the FY 2025 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. Amendments reflecting payment of these funds shall be provided to the Navajo Nation after any such funds are added to the AFA.

3. **HEADQUARTERS TRIBAL SHARES**

In addition to the amounts referred to in Section 2 of this AFA, IHS shall provide Headquarters Tribal shares in the amount as set forth in Attachment C to this AFA.

4. **CONTRACT SUPPORT COSTS (DIRECT AND INDIRECT)**

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 \$_____ including \$_____ for direct CSC and \$_____ 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 2025, 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 \$_____ the Navajo Nation for the fiscal year covered by this agreement, including \$_____ for direct CSC and \$_____ for indirect or indirect-like CSC, provided that such payment shall be subject to adjustment 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 payment exceed 100 percent of the Navajo Nation's recalculated CSC requirement. (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 the Contract Disputes Act, 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 the Navajo Nation's rights under 25 U.S.C. § 5325.

5. 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 consistent with 25 U.S.C. § 5324(c)(2).

C. To the extent that any shortfalls exist in funding, contract support costs or otherwise, owed to the Navajo Nation, IHS shall report such shortfalls to Congress, consistent with 25 U.S.C. § 5325(c).

Nothing in this AFA shall be deemed to be a 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.

6. **JOINT USE AGREEMENTS**

A. 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 Navajo Nation operates programs identified in Attachment A to this AFA. IHS shall make such space available to the Navajo Nation, including but not limited to janitorial services, internet/intranet and telephone/fax, on terms set forth in the JUAs, Revocable Licenses, and MOUs.

B. The IHS will continue to provide four staff quarter units in Kayenta, AZ and two in Inscription House, AZ for personnel in the Navajo Public Health Nursing Program.

7. **ACCOUNTING SYSTEM**

The Navajo Nation shall maintain a financial accounting system, which provides accurate, current and complete information with respect to this AFA, consistent with the requirements set forth at 25 C.F.R. §§ 900.42 through 900.46.

8. **PERSONNEL**

In accordance with 25 U.S.C. § 5307(c) and unless otherwise stated elsewhere in this AFA or through an approved and executed Intergovernmental Personnel Act Agreement (for federal civil service employees) or Memoranda of Agreement (for Public Health Service Commissioned Corps employees), all personnel employed by the 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. Further, all personnel employed 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.

9. **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 this AFA.

10. **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:

A. For the Navajo Nation:

Contracting Officer
Contracts and Grants Section
Office of Management and Budget
THE NAVAJO NATION
P.O. Box 646
Window Rock, AZ 86515

B. For the Indian Health Service:

Director, Office of Tribal Partnership
Navajo Area Indian Health Service
P.O. Box 9020
Window Rock, AZ 86515
Email: Marquis.Yazzie@ihs.gov
Fax: (928) 871-5872

11. 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. To the extent necessary, 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. IHS agrees to promptly notify the Navajo Nation of all federal laws, regulations and executive orders that are enacted after the effective date of this AFA and which may affect the terms of this AFA in any way.

12. 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 the Contract No. HHSI245201400004C. 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. HHSI245201400004C, the Navajo Nation employees may be required as a condition of employment to provide health 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.

13. **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 PFSAs 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. § 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.

14. **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.

15. **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.

16. **EFFECTIVE DATES**

This AFA shall be effective as of January 1, 2025 and remain in effect through December 31, 2025. However, this does not alter the obligation of the Navajo Nation to provide IHS with a proposed AFA and revised budget for the

following calendar year, or a notice of intent not to renew at least 90 days before the end of the Contract term.

THE NAVAJO NATION

Dr. Buu Nygren , 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) Amount
- ATTACHMENT C - Headquarters Shares
- ATTACHMENT C-1 - Table 4F Facilities Appropriation Funds
- ATTACHMENT D - Contract Support Costs

Attachment A to Calendar Year 2025 Annual Funding Agreement
Scopes of Work
Navajo Department of Health
The Navajo Nation

The programs, divisions and offices within the Navajo Department of Health covered under this ISDEAA Agreement include:

- Office of the Executive Director
- Division of Behavioral and Mental Health Services
- Division of Public Health Services
 - Navajo Community Health Representative Program
 - Infectious Diseases Control and Prevention Program
 - Navajo Health Education Program
 - Navajo Public Health Nursing Program
 - Navajo Office of Environmental Health and Protection Program

As part of meeting contractual requirements and performance objectives associated with the ISDEAA Agreement, all NDOH programs, divisions and offices will:

1. Integrate Navajo culture, tradition, language, and belief support services in program delivery
2. Implement evidence-based practices in non-clinical and clinical interventions
3. Implement practice-based approaches appropriate for participants and patients
4. Collaborate with local partners, county, state, federal and national entities of health needs and program standards
5. Assist with planning emergency preparedness exercises and response in coordination with local, state, and federal agencies, for example, SARS-COV2.
6. Institute and manage Management Information System (MIS)/Information Technology (IT)/Data Management systems
7. Special projects and initiatives to improve and sustain quality and effectiveness of management and service delivery.
8. Integrate and enhance the NDOH Personnel Management systems in coordination with the Navajo Nation Department of Personnel Management.
9. Recruit and retain personnel and provide staff development training, and licensing/certification.
10. Uniform and standardized financial management system, including funding allocation, coordination of accounting, payroll, purchasing, property, auditing, and contract compliance and business or corrective action plans/activities.
11. Develop alternative financing projects/plans including third party revenue and reimbursement initiatives and other revenue generating plans.
12. Training/Staff Development for staff competency, capability and training.
13. Appropriate certifications and licensures locally, state, and nationally.
14. Administrative oversight, management, infrastructure improvement, supervision, and technical assistance for programs and projects.
15. Develop policies and procedures on comprehensive public health matters.

16. Enhance planning and evaluation capabilities, competencies, and policy development reflective of operations and services.

Office of the Executive Director Scope of Work

The Office of the Executive Director (OED) provides overall executive direction and administrative oversight of all divisions, programs and offices established under the Department of Health of the Navajo Nation in accordance with the purposes, objectives and responsibilities specified in the Plan of Operation approved by Resolution HEHSCJA-01-18. The OED implements, coordinates and strengthens partnerships with federal, state and local governments, including private agencies to strengthen, improve and enhance the Navajo health care delivery system for the benefit and well-being of the Navajo Nation and its members. The OED is responsible for implementing the following:

1. Organizational improvement activities including establishment of Navajo Public Health Department, planning, reporting, cost cutting or cost sharing and partnership development plans to enhance management and operation of NDOH health care and public health programs, projects and services:

Health care program and health care facility development

1. Advise and assist with Health care facility and similar improvement plans (planning, renovation, and construction) for NDOH programs throughout the Navajo region).
2. Monitor, coordinate and help organize facility planning, design, and construction activities and systems; including developing procedures that guide locally established organizations to advocate for facility construction projects in their respective communities in accord with national prioritization and available resources to improve the Navajo health care system.
3. Provide guidance, analysis, and subject matter expertise concerning health care initiatives, public health policies and program implementation.

Research program

1. Provide administrative and technical assistance and support to the Navajo Nation Health Research Review Board.
2. Develop and implement health-related research, survey agenda, and research plans for the Navajo Nation.
3. Collaborate with Navajo Epidemiology Center to share research-related activities with the public.

Quality Assurance and Control (Monitoring and Evaluation)

1. Institute Quality control activities such as program and budget review, monitoring, evaluation, and performance improvement activities, comprised of development or

revision of performance improvement plans, data collection tools, or instruments of all NDOH administered and contracted health programs/projects.

2. Enforce Plan of Operation responsibilities, duties, and operation of a Quality Control Office allowing licensing and certification unit or board of all health and human service, and emergency and non-emergency transportation providers within the NDOH/Navajo Nation.
3. Develop, revise, and update health and public health codes, regulations, policies, procedures, and performance standards.
4. Develop, maintain, implement policies, procedures, and standards for credentialing, including but not limited to permit, licensure, and certification of all health, human service, and emergency and non-emergency transportation providers.
5. Investigate and resolve complaints concerning quality health care, human services providers, or unsafe conditions in licensed and/or certified facilities.
6. Collect statistical health information and primary health data to identify public health concerns and needs.

Legislative affairs and policy development

1. Provide analyses, technical assistance and support on all legislative matters.
2. Develop technical reports, briefing materials, white papers, issue or position papers, testimony, and talking points.
3. Disseminate public information, education and communication on public health, health care, and health services throughout the Navajo Nation in coordination and partnership with other tribal and non-tribal entities.
4. Conduct coordination with officials and liaisons of state, federal and local agencies on tribal consultations, policy and legislative matters.

Office of Traditional, Cultural & Spiritual Healing

1. Develop, implement and maintain an administrative and technical infrastructure to support the performance of direct health care services with NDOH public health programs, functions, services and activities
2. Develop the roles, responsibilities, duties, and update operations plan for the Office of Traditional, Cultural & Spiritual Healing Office by hiring personnel, developing budgets, policies, procedures and performance standards.
3. Coordinate and develop a Fund Management Plan for the implementation of the proposed Amendments of the Tobacco Products Tax, 24 NNC §800-§810 and enacting of the electronic smoking products Tax at 24 NNC §1001-1016, including partnerships with entities that are traditional Navajo healer non-profit organizations.

Office of the Medical Director

1. Develop, implement and maintain an administrative and technical infrastructure to support the performance of direct health care services with NDOH public health programs, functions, services, and activities
2. Develop the roles, responsibilities, duties, and update operations plan for the Office of Medical Director by hiring personnel, developing budgets, policies, procedures and performance standards.
3. Provide coordination and serve as the lead for divisions and programs to monitor all public health disease surveillance, medication prescriptions, naloxone, vaccines, public health prevention strategies and best management practices, including collaborations with local, state and federal agencies
4. Conducts assessment and monitoring of all clinical and community-based public health to ensure sustainability ~~the expansion~~ of services in tribal communities.
5. Provides technical expertise on medical and public health, provides guidance on tribal consultations with state and federal agencies, and during public health emergencies
6. Provide technical support and clinical guidance on public health-related activities including advisement and issuance of public health advisory, alerts, notices and other public health-related issues for the general public
7. Provide medical guidance and professional development for public health nurses, clinical, public health professionals, and health technicians, and maintain certification and standards, including the development of a recruitment and retention plan and strategies for credentialing and accreditation

Office of the Public Information and Communication

1. Develop, implement and maintain an administrative and technical infrastructure to support the performance of direct health care services with NDOH public health programs, functions, services and activities
2. Develop the roles, responsibilities, duties, and update operations plan for the Office of Public Information and Communication by hiring personnel, developing budgets, policies, procedures and performance standards.
3. Provide coordination and communications for divisions and programs on public health press releases, public service announcements, advertising via newspaper, radio, web-based, social media based in coordination with OPVP & NNC Communications team
4. Coordinate with all other public affairs office for federal, state, tribal and local public health related communications

Division of Behavioral and Mental Health Services (DBMHS)

Scope of Work

The Division of Behavioral Health and Mental Services (DBMHS) provides a wide range of evidence-based interventions including applicable validated outcome measures related to alcohol and substance use disorders, including screening, prevention, treatment, aftercare, support and referral services to eligible Navajo individuals and families. These services are provided through care coordination case management, outpatient, residential treatment and outreach service sites.

1. Prevention, treatment and support services

- **Prevention, education and outreach** – related to alcohol and substance use disorders and other related conditions to the Navajo population on the Navajo Nation and surrounding service delivery areas.
- **Clinical treatment, counseling, aftercare, and follow-up** - culturally appropriate alcohol and substance use and co-occurring disorder treatment, aftercare and follow-up services through outpatient and residential treatment centers and including Navajo traditional healing services, faith-based services, crisis response, and other alternative treatment and healing services.
- **Support services** – transportation, food and other support services for clients.
- **Contract services** – access to additional specialized treatment services through other service providers.

Division of Public Health Services (DPHS)
Navajo Community Health Representative Program (NCHRP)
Scope of Work

The Navajo Community Health Representative Program promotes healthy, productive, and functional lifestyles among the Navajo population by reducing high rates and incidence of mortality, morbidity, and disability in a culturally relevant manner including:

1. **Health education** – provide health education related to the following:
 - Disease prevention
 - Nutrition
 - Maternal and child health care
2. **Client care** – manage and monitor patient referrals, case management, personal care, health maintenance, and follow-up care of high-risk patients.
 1. Client care data reporting
 2. Welfare checks
 3. Home visits
3. **Health screening**– provide assistance to other health professionals or health care providers, public health nurses, and health educators to conduct health screening and follow-ups.
4. Collaborate with the Navajo Infectious Disease Control and Prevention Program.

Division of Public Health Services (DPHS)
Navajo Infectious Diseases Control and Prevention Program (NIDCPP)
Scope of Work

The Navajo Infectious Disease Control and Prevention Program provides intervention and prevention to control and improve public health by reducing mortality and morbidity of infectious diseases and conditions. Services include, but are not limited to:

1. **Health promotion and disease prevention education** – Provide primary, secondary, and tertiary prevention in patient care to include and disseminate information to the vulnerable population in coordination with health care providers related to the following:
 - Human Immunodeficiency Virus (HIV)
 - Acquired Immunodeficiency Syndrome (AIDS)
 - Hepatitis C (HCV)
 - Sexually Transmitted Infectious/Disease (STI/STD)
 - Tuberculosis (TB)
 - Other infectious and communicable diseases
2. **Surveillance, counseling, testing, support and referral services of infectious/communicable diseases** – provide support to clients seeking assistance or requiring referral services.
 - Screening
 - Treatment
3. **Rehabilitation / follow-up services** - maintain follow-up on reported cases in collaboration with other providers to prevent the spread of infectious diseases, including home visits and providing patient care.
4. **Investigation** – Investigate reported communicable diseases, collect epidemiological and laboratory data for local, state, and federal surveillance in collaboration with key stakeholders to provide a standardized and coordinated system of services and continuum of care for infectious and communicable diseases.
 - Case investigation
 - Contact tracing

Division of Public Health Services (DPHS)
Navajo Health Education Program (NHEP)
Scope of Work

The purpose of the Navajo Health Education Program is to provide public health education , and information to citizens of the Navajo Nation to help make informed decisions about their personal health. The program promotes wellness and healthy living for improved quality of life and reduced health care costs.

1. **Health education** – provide health education in communities, e.g., schools, worksites and inpatient/correctional facility settings related to the following:
 - Unintentional injury prevention, e.g., car seat safety
 - Chronic diseases, e.g., cancer, diabetes, obesity
 - Communicable and infectious diseases, e.g., Monkeypox, Hantavirus, SAR-CoV, West Nile Virus
 - Physical activities and exercise
2. Surveillance – Administer the Youth Risk Behavior Surveillance Survey and disseminate results.
3. Human Immunodeficiency Virus (HIV) - prevention education, screening, counseling, referrals, and testing.
4. Collaborate with the Navajo Infectious Disease Control and Prevention Program.

Division of Public Health Services (DPHS)
Navajo Public Health Nursing Program (NPHNP)
Scope of Work

The Navajo Public Health Nursing Program provides an array of public health/nursing care services consistent with approved standards of care. The following services are provided in the Kayenta Service Unit:

1. **Immunizations** – provide childhood and adult immunization.
2. **Health Screening** – to reduce diseases or conditions that may be discovered in early stage of screening, such as:
 - Hearing Screening
 - Vision Screening
3. **Referrals** – follow-up on referrals received from providers to conduct home visits. Referral to external entities for further health care or domestic violence and abuse.
4. **Home visits** – conduct patient care such as follow-up on discharged patients, high risk patients, elderly health, and maternal child health.
5. Preventive health education in the community setting focused on chronic disease prevention.

Division of Public Health Services (DPHS)
Navajo Office of Environmental Health and Protection Program (NOEHP)
Scope of Work

The purpose of the Navajo Office of Environmental Health and Protection Program is to protect the health and safety of Navajo individuals through enforcement and monitoring of food preparation and food service operations and public facilities in accordance with essential public health services in identifying priorities for action, obtaining resources and evaluating interventions and programs.

1. **Food sanitation** – monitor and regulate the following permanent food establishments on the Navajo Nation:
 - Retail food stores
 - Food storage warehouses
 - Cafes and restaurants
 - Bakeries
 - Meat processing operations
 - Bar/liquor and beverage stations (Navajo Nation Casinos)
2. **Itinerant and temporary food service operations** – monitor and regulate itinerant and temporary food service operations on the Navajo Nation. The Navajo Nation Food Service Sanitation Code, 13 NNC Chapter 1 (CMY-28-86, May 2, 1986) and its respective regulations, the Navajo Nation Food Service Sanitation Regulations, May 24, 1988.
3. **Sanitation Permits** – issuance of sanitation permits to permanent establishments and entities located on the Navajo Nation.
4. **Food handlers training and certification** - provide and/or coordinate food safety education and certification to food vendors on Navajo Nation.
5. **Public facilities** – inspect public facilities to ensure compliance with required safety regulations.
6. **Enforcement Authority** – monitor and enforce environmental health regulations and safety codes.
7. **Administration**
 - Record and maintain accurate listing of tribal facilities in the Web-based Environmental Health Reporting System (WebERHS).

Document No. 023425

Date Issued: 09/13/2024

SECTION 164 REVIEW FORM

Title of Document: PL 638 ISDEAA Agreement FY 25-35

Contact Name: MORRIS, MICHELE LYNN

Program/Division: DEPARTMENT OF HEALTH

Email: michelemorris@navajo-nsn.gov

Phone Number: _____



Check document category; only submit to category reviewers. OMB, OOC and OAG have 5 BRD has 2 working days, to review and determine whether the document(s) are sufficient or insufficient, a memorandum explaining the insufficiency of the document(s) is required.

Section 164(A)

Division Director: *Carl Burris*

Date: 9/13/2024

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: *CSNG - see memo* Date: 9.19.24

2. OOC: *see memo Valentin M. Humbane* Date: 10/3/24

3. OAG: *up* Date: 10/14/24

Section 164(B)

Division Director: _____

Date: _____

Grant/Funding Agreement or amendment:

1. OMB: _____ Date: _____

2. OOC: _____ Date: _____

3. OAG: _____ Date: _____

Subcontract/Contract expending or receiving funds or amendment:

1. BRD: _____ Date: _____

2. OMB: _____ Date: _____

3. OOC: _____ Date: _____

4. OAG: _____ Date: _____

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

1. OAG: _____ Date: _____

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

1. OMB: _____ Date: _____

2. OOC: _____ Date: _____

3. OAG: _____ Date: _____

Office of the President/Vice President *PMB*

Date: 17 Oct 2024

NAVAJO NATION

518

12/12/2024

Naa'bik'iyati' Committee Regular Meeting

12:13:33 PM

Amd# to Amd#

New Business: (CONSENT AGENDA);

PASSED

MOT Slater, C

Items: B/C/D/E/F/G/H/I/K/L

SEC Johnson, C

0241-24/0251-24/0255-24/0235-24/

0238-24/0239-24/.....

Yeas : 13

Nays : 0

Excused : 4

Not Voting : 5

Yea : 13

Begay, H

Crotty, A

Nez, A

Slater, C

Begay, N

Jesus, B

Notah, N

Yazzie, C

Charles-Newton, E

Johnson, C

Simonson, G

Yazzie, L

Claw, S

Nay : 0

Excused : 4

Parrish, S

Nez, R

Daniels, H

Simpson, D

Not Voting : 5

Arviso, S

Tolth, G

Tso, O

Yanito, C

James, V

Presiding Speaker: Curley, C